

# Exhibit “D”

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
IN THE MATTER OF )  
THE WAVE STUDIO, LLC, a New York )  
Limited Liability Corporation, )  
Plaintiff, )  
v. ) CASE NO:  
GENERAL HOTEL MANAGEMENT LTD., ) 7:13-cv-09239-CS-PED  
et al, )  
Defendants. )  
-----

CONFIDENTIAL VIDEOTAPED DEPOSITION OF MONICA CHLOE CHNG  
CONFIDENTIAL DEPOSITION (Pages 1-50 and 82-193)  
FOR ATTORNEYS' EYES ONLY (Pages 51-81)

Tuesday, September 22, 2015

AT: 9:43 a.m.

Taken at:  
Room 409, Maxwell Chambers  
32 Maxwell Road  
Singapore 069115

Court Reporter:  
Helen Case  
Accredited Real-time Reporter

A P P E A R A N C E S

Appearing for the Plaintiff:

MR. VIJAY TOKE  
COBALT LAW LLP  
918 Parker Street, Building A21  
Berkeley, CA 94710  
Telephone: (510) 841-9800

Appearing for the Defendant:

MR. HOWARD J. SCHWARZ  
CHIESA SHAHINIAN & GIANTOMASI PC  
One Boland Drive  
West Orange, NJ 07052  
Telephone: (973) 530-2031

Also present:

Ms. Lee Kar Yin

VIDEOGRAPHER:

Chee Meng Chen  
Flex Video Productions

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notes attached, unnumbered

## 1 PROCEEDINGS

09:43:13 2 VIDEOPHGRPER: This is the video operator  
 09:43:15 3 speaking, Chee Meng Chen, of DTI, 1 Raffles Place #50-00  
 09:43:26 4 Tower 1, Singapore 048616. Today's date is 22 September  
 09:43:34 5 2015 and the time is 9:43 a.m.

09:43:41 6 We are at room 409, Maxwell Chambers, Singapore,  
 09:43:47 7 to take the videotaped deposition of Monica Chng in the  
 09:43:53 8 matter of The Wave Studio LLC, a New York Limited Liability  
 09:44:01 9 Corporation, v. General Hotel Management.

09:44:06 10 Will counsel please introduce themselves for the  
 09:44:08 11 record.

09:44:10 12 MR. TOKE: Vijay Toke on behalf of the plaintiff,  
 09:44:12 13 The Wave Studio LLC.

09:44:15 14 MR. SCHWARZ: Howard J. Schwarz on behalf of  
 09:44:17 15 defendant General Hotel Management.

09:44:22 16 VIDEOPHGRPER: Will the court reporter, Helen Case  
 09:44:24 17 of DTI, please swear in the witness.

09:44:29 18 COURT REPORTER: Could you state your full name,  
 09:44:31 19 please?

09:44:31 20 A. Monica Chloe Chng.

09:44:44 21 MONICA CHLOE CHNG,  
 09:44:44 22 having been duly affirmed, testified as follows:

09:44:44 23 EXAMINATION BY MR. TOKE:

09:44:49 24 Q. Good morning, Ms. Chng, my name is Vijay Toke.  
 09:44:52 25 As I said on the record, I represent the plaintiff in this

09:46:06 1 A. Monica spelt as M-o-n-i-c-a, Chloe C-h-l-o-e,  
 09:46:12 2 and my last name is Chng C-h-n-g.

09:46:18 3 Q. Very good.  
 09:46:19 4 Ms. Chng, do you understand that you are appearing  
 09:46:23 5 today for a deposition in your capacity as a representative  
 09:46:28 6 of GHM for its deposition; correct?

09:46:31 7 A. Yes.

09:46:33 8 Q. I have premarked in front of you a couple of  
 09:46:35 9 documents, exhibit 19 and exhibit 20. We are starting with  
 09:46:40 10 those numbers.

09:46:41 11 (Exhibit 19 marked for identification)

09:46:41 12 (Exhibit 20 marked for identification)

09:46:46 13 MR. SCHWARZ: I don't have a copy.

09:46:48 14 MR. TOKE: They are right in front of you.

09:46:52 15 MR. SCHWARZ: Which one is 19?

09:46:54 16 MR. TOKE: The notice of 30(b)(6) deposition. And  
 09:46:57 17 exhibit 20 is the first amended notice.

09:47:02 18 MR. SCHWARZ: Okay.

09:47:03 19 MR. TOKE: We are starting with exhibit 19 because  
 09:47:05 20 counsel for plaintiff and GHM have agreed that we are

09:47:09 21 numbering all exhibits in all the depositions in the case  
 09:47:12 22 seriatim, for ease of reference, so we are starting with  
 09:47:17 23 exhibit 19 in this instance.

09:47:19 24 Is that accurate, counsel?

09:47:21 25 MR. SCHWARZ: Yes.

09:44:55 1 matter, The Wave Studio LLC.

09:44:57 2 Counsel for General Hotel Management -- which I'll  
 09:45:02 3 call GHM for short, just because it's easier, is that okay?

09:45:06 4 A. That's okay.

09:45:08 5 Q. ... and I have talked about the oath that was  
 09:45:10 6 just given to you. We have agreed that, though the court  
 09:45:13 7 reporter here in Singapore is not an official notary in the  
 09:45:17 8 United States, we have authorized and agreed that she may  
 09:45:23 9 administer an oath to you and that it should have the same  
 09:45:26 10 force and effect as if in the United States.

09:45:28 11 So stipulated, counsel?

09:45:30 12 MR. SCHWARZ: Yes, that's correct.

09:45:31 13 BY MR. TOKE:

09:45:32 14 Q. Do you understand that, Ms. Chng?

09:45:34 15 A. Yes.

09:45:36 16 MR. SCHWARZ: Also, because it's a foreign  
 09:45:38 17 reporter, so the stipulations applicable to this are all  
 09:45:44 18 objections are reserved, except objections to form.

09:45:50 19 MR. TOKE: As in any deposition.

09:45:53 20 MR. SCHWARZ: Yes. I just wanted to make sure  
 09:45:54 21 that that was on the record.

09:45:57 22 MR. TOKE: Yes. Yes, that's correct.

09:45:58 23 Q. Okay.

09:46:00 24 Ms. Chng, you have already stated your name for  
 09:46:03 25 the record. Could you spell your name, please?

09:47:22 1 BY MR. TOKE:

09:47:22 2 Q. Exhibit 19, if you will put that in front of  
 09:47:26 3 you, please, is plaintiff Wave Studio LLC's notice of

09:47:32 4 30(b)(6) deposition of General Hotel Management Ltd.

09:47:36 5 Have you seen this document before?

09:47:53 6 A. Yes.

09:47:53 7 Q. You are here pursuant to that document; is  
 09:47:56 8 that correct?

09:47:57 9 MR. SCHWARZ: She may not understand. Yes, she  
 09:47:59 10 is, she is the 30(b)(6) witness.

09:48:02 11 BY MR. TOKE:

09:48:03 12 Q. Have you had your deposition taken before?

09:48:07 13 A. Could you repeat that question?

09:48:08 14 Q. Of course. Have you ever had your deposition  
 09:48:10 15 taken before?

09:48:13 16 A. In this matter?

09:48:14 17 Q. In any matter?

09:48:16 18 A. No.

09:48:17 19 Q. Okay. And I don't want to know the substance  
 09:48:23 20 of the discussion, but have you met with Mr. Schwarz, who is  
 09:48:26 21 the lawyer for GHM, to prepare for today?

09:48:37 22 A. Yes, I did.

09:48:38 23 Q. Approximately how many occasions have you met  
 09:48:40 24 with Mr. Schwarz?

09:48:41 25 A. Only once.

<p>09:48:43 1 Q. For approximately how long did you talk to 09:48:45 2 Mr. Schwarz?</p> <p>09:48:52 3 A. I would say about four hours.</p> <p>09:49:02 4 Q. Was that the only time you have met with 09:49:05 5 Mr. Schwarz to prepare for this deposition?</p> <p>09:49:07 6 A. Yes.</p> <p>09:49:08 7 Q. Did you go over any documents in preparation 09:49:10 8 for the deposition?</p> <p>09:49:11 9 A. No.</p> <p>09:49:12 10 Q. You did not? Did you go over this document, 09:49:15 11 the one in front of you?</p> <p>09:49:16 12 A. Yes.</p> <p>09:49:17 13 Q. Since this is your first time of being 09:49:18 14 deposed, there are some ground rules that go along with it. 09:49:19 15 As you know, next to you is a court reporter and that court 09:49:20 16 reporter is taking down all of our words. It's important 09:49:21 17 that we don't speak over each other -- so far you've been 09:49:22 18 excellent at it -- so that the court reporter can take each 09:49:23 19 of our words and not have to compete to try to figure out or 09:50:00 20 remember what each of us has said.</p> <p>09:50:02 21 Does that make sense?</p> <p>09:50:03 22 A. Yes.</p> <p>09:50:04 23 Q. The reason is we want to have a clear record 09:50:06 24 on the deposition transcript, so that we know what each of 09:50:09 25 us has said.</p>	<p>09:51:26 1 Q. What's the address of General Hotel Management?</p> <p>09:51:29 2 A. When you say "address", would you be more specific?</p> <p>09:51:32 3 Q. I didn't know -- is that ambiguous to you?</p> <p>09:51:35 4 I'm just wondering, where is the office of General Hotel Management?</p> <p>09:51:38 5 A. Number 32 Gilstead Road, Singapore, 309075.</p> <p>09:51:41 6 Q. If you can explain to me why that was ambiguous; can you explain why that was ambiguous?</p> <p>09:51:44 7 A. Because when you said "address", is it the registered address or the business address.</p> <p>09:51:47 8 Q. Okay. So the business address is on Gilstead Road?</p> <p>09:51:50 9 A. Yes.</p> <p>09:51:53 10 Q. Okay. Approximately how many people work at GHM at the Gilstead Road address?</p> <p>09:51:56 11 A. Fifteen.</p> <p>09:51:59 12 Q. Okay. Are there any other addresses or offices for the company anywhere in the world?</p> <p>09:52:02 13 A. For the company, no.</p> <p>09:52:05 14 Q. Okay. Fine.</p> <p>09:52:08 15 Let's take a look at exhibit 19 again. You'll 09:52:11 16 note on the third page, which is attachment A, there is a 09:52:14 17 list of topics. Have you reviewed this list of topics with</p>
<p>09:50:10 1 Fair enough?</p> <p>09:50:11 2 A. Yes.</p> <p>09:50:12 3 Q. You have also done excellently -- either your 09:50:15 4 lawyer has prepared you well or you just naturally do it -- 09:50:19 5 to say "yes" or "no" to "yes" or "no" questions and to avoid 09:50:24 6 saying "uh-huh" or "mm-hm" or shaking your head or nodding 09:50:27 7 your head, all of which, of course, are not completely 09:50:31 8 understandable on a transcript. So I'll ask you to make 09:50:35 9 sure that you avoid saying uh-huhs or ahas or shaking the 09:50:42 10 head or nodding the head and instead using words.</p> <p>09:50:46 11 Fair enough?</p> <p>09:50:47 12 A. Yes.</p> <p>09:50:47 13 Q. Okay, good.</p> <p>09:50:48 14 I am entitled to your best estimate but I don't 09:50:52 15 want to you guess about anything. If I ask you something 09:50:56 16 that you have some basis for understanding or being able to 09:51:00 17 estimate, I'm entitled to have you do that. But I do not 09:51:04 18 want you to guess if you have no basis or if you would be 09:51:08 19 speculating about whatever I'm asking about.</p> <p>09:51:11 20 Does that make sense?</p> <p>09:51:12 21 A. Yes.</p> <p>09:51:17 22 Q. Are you currently employed?</p> <p>09:51:19 23 A. Yes, I am.</p> <p>09:51:21 24 Q. By whom?</p> <p>09:51:24 25 A. General Hotel Management.</p>	<p>09:52:50 1 your counsel?</p> <p>09:53:14 2 A. Yes.</p> <p>09:53:16 3 Q. Okay. What I'd like to do is go through each 09:53:21 4 of the topics and make sure that you're knowledgeable about 09:53:24 5 these topics, since you'll be testifying on behalf of GHM. 09:53:31 6 Okay?</p> <p>09:53:32 7 So, are you knowledgeable about number 1, the 09:53:34 8 formation of -- actually, if it's easier, rather than me 09:53:39 9 having to read them, what I'd like you to do is take a look 09:53:43 10 at each one, we'll take number 1, and tell me if you're 09:53:46 11 knowledgeable about that topic or not.</p> <p>09:53:49 12 MR. SCHWARZ: I'm going to object.</p> <p>09:53:51 13 MR. TOKE: On what basis?</p> <p>09:53:53 14 MR. SCHWARZ: It's impossible to understand really 09:53:54 15 what you really mean by "knowledgeable". I have no problem 09:53:57 16 if you ask her questions, substantive questions, about that, 09:54:00 17 but you're asking her to make a value judgment about her 09:54:04 18 knowledge about certain things and that's going to cause, 09:54:07 19 I believe -- I suspect it will probably cause confusion in 09:54:10 20 the record.</p> <p>09:54:10 21 So, we're not limiting your ability to ask 09:54:13 22 questions. Ask questions --</p> <p>09:54:15 23 MR. TOKE: I just want to know what she knows 09:54:17 24 about these topics because --</p> <p>09:54:18 25 MR. SCHWARZ: You would ask questions to find out</p>

<p>09:54:20 1 what she knows about them.</p> <p>09:54:22 2 MR. TOKE: It's easier for me to just ask if she</p> <p>09:54:24 3 knows about them, and then I'll ask questions about them.</p> <p>09:54:27 4 Because she's a 30(b)(6) witness, which is the person most</p> <p>09:54:29 5 knowledgeable about these various topics, and so I'm trying</p> <p>09:54:30 6 to glean whether or not she's knowledgeable about any or all</p> <p>09:54:35 7 of them. So I'm going to go ahead.</p> <p>09:54:37 8 Q. Tell me, are you knowledgeable about the</p> <p>09:54:38 9 formation of GHM?</p> <p>09:54:44 10 A. I would like to ask a question before I answer</p> <p>09:54:49 11 that. Is this a "yes" or "no" answer, or I'm allowed to say</p> <p>09:54:53 12 a certain degree? Because I don't know, as we moved -- I'm</p> <p>09:54:59 13 just saying that it might not just be a straight "yes" or</p> <p>09:55:02 14 "no" answer. It's not like, "Yes, I know," "No, I don't".</p> <p>09:55:07 15 So I just want to understand, are you expecting a</p> <p>09:55:08 16 "yes" or "no" from me or, like our attorney has said,</p> <p>09:55:12 17 I mean, probably it's easier that you ask me questions and</p> <p>09:55:17 18 I'm being able to answer to your questions.</p> <p>09:55:20 19 Q. Right, I don't need a "yes" or "no". If you</p> <p>09:55:23 20 can say, "I'm generally aware of how the company was</p> <p>09:55:25 21 formed," for example, that would be fine. I'm not asking</p> <p>09:55:27 22 you to tell me that you know everything about these topics</p> <p>09:55:30 23 but I want to know the degree of which you are knowledgeable</p> <p>09:55:34 24 about each of these topics. So let's go with that.</p> <p>09:55:38 25 I'd like to know the degree to which you are</p>	<p>09:57:09 1 that I would think that Mr. Ohletz would be able to give you</p> <p>09:57:14 2 better in-depth knowledge of this.</p> <p>09:57:16 3 Q. What I mean is that you don't know from</p> <p>09:57:19 4 personal knowledge, you weren't there when it happened?</p> <p>09:57:21 5 A. I wasn't there.</p> <p>09:57:22 6 Q. Let's look at number 4, communications between</p> <p>09:57:25 7 Junior Lee and GHM or any representative of GHM or any</p> <p>09:57:29 8 employee or representative of any hotel ever managed by GHM.</p> <p>09:57:33 9 The same answer as number 3 --</p> <p>09:57:35 10 A. My position would be --</p> <p>09:57:37 11 Q. -- right?</p> <p>09:57:37 12 A. -- the same as 3.</p> <p>09:57:37 13 Q. Again, please let me finish my question, so</p> <p>09:57:40 14 that there's no overlap between us when we're talking.</p> <p>09:57:44 15 Thank you.</p> <p>09:57:44 16 Number 5, the terms and conditions of any</p> <p>09:57:48 17 agreement entered into between Ms. Lee and/or the Wave</p> <p>09:57:52 18 entities or any affiliate of GHM or any property ever</p> <p>09:57:55 19 managed by GHM. Same answer again?</p> <p>09:58:03 20 A. Same position.</p> <p>09:58:06 21 Q. Number 6, the terms and conditions of any</p> <p>09:58:09 22 agreement entered into between GHM or any affiliate of GHM</p> <p>09:58:13 23 or any property ever managed by GHM at any time.</p> <p>09:58:22 24 A. I do not quite understand the scope of the</p> <p>09:58:24 25 question.</p>
<p>09:55:40 1 knowledgeable about each of these topics. So it's not a</p> <p>09:55:43 2 strict "yes" or "no" but I would like to know your level of</p> <p>09:55:46 3 understanding of each of these topics. Okay?</p> <p>09:55:48 4 Let's go with number 1, the formation of GHM.</p> <p>09:55:51 5 What's the degree of your understanding?</p> <p>09:55:54 6 A. I generally would know.</p> <p>09:55:56 7 Q. Okay. And the ownership of GHM, which is</p> <p>09:55:59 8 number 2, and relationship between the owners of GHM?</p> <p>09:56:02 9 A. I would generally know.</p> <p>09:56:03 10 Q. Okay. Three, the communications between any</p> <p>09:56:07 11 of the Wave entities and GHM or any representative of GHM or</p> <p>09:56:12 12 any employee or representative of any hotel ever managed by</p> <p>09:56:16 13 GHM?</p> <p>09:56:17 14 A. Communications between any of the Wave</p> <p>09:56:19 15 entities and GHM, this would be better explained by Mr. Ralf</p> <p>09:56:27 16 Ohletz, who will be taking the stand tomorrow. So he will</p> <p>09:56:31 17 be in a position to -- he will have better knowledge of</p> <p>09:56:35 18 this, given that he works with Wave entities back then. So</p> <p>09:56:42 19 I think perhaps this would be more a question that you can</p> <p>09:56:45 20 ask Mr. Ohletz tomorrow directly.</p> <p>09:56:47 21 Q. Okay. That's because you have only been at</p> <p>09:56:50 22 GHM since 2008, isn't that right?</p> <p>09:56:53 23 A. I have been with GHM since 2008. But through</p> <p>09:56:59 24 book records, through speaking with my peers, past work</p> <p>09:57:04 25 colleagues, including not limited to Mr. Ohletz, I do know</p>	<p>09:58:25 1 Q. Okay. Do you know about the agreements</p> <p>09:58:27 2 between GHM and any of the hotels that it's ever managed?</p> <p>09:58:36 3 A. I do.</p> <p>09:58:37 4 Q. Okay. Very good.</p> <p>09:58:41 5 Number 7, any business relationship between</p> <p>09:58:43 6 Ms. Lee and GHM or any affiliate of GHM or any employee</p> <p>09:58:48 7 representative of any hotel ever managed by GHM.</p> <p>09:58:51 8 Again, I would imagine it's the same as 3, 4 and</p> <p>09:58:55 9 5; yes?</p> <p>09:58:55 10 A. The same position.</p> <p>09:59:00 11 Q. Number 8, same?</p> <p>09:59:35 12 A. Same.</p> <p>09:59:36 13 Q. Okay. Number 9, the claims, defenses alleged,</p> <p>09:59:41 14 damages and settlement of the civil action filed by The Wave</p> <p>09:59:43 15 Studio Pte Ltd against GHM in Singapore.</p> <p>09:59:48 16 A. I do have knowledge.</p> <p>09:59:49 17 Q. Okay. Number 10, the circumstances</p> <p>09:59:57 18 surrounding the creation of each of the photographs at issue</p> <p>10:00:00 19 in this case, and we have listed a number of copyright</p> <p>10:00:06 20 registrations. I assume it would be like 3, 4, 5, 7 and 8;</p> <p>10:00:12 21 is that correct?</p> <p>10:00:24 22 A. The same position.</p> <p>10:00:27 23 Q. Number 11, communications between Ms. Lee and</p> <p>10:00:30 24 any representative of GHM about the registrations. Same</p> <p>10:00:34 25 position?</p>

10:00:42 1	A. Same position.	10:03:39 1	knowledge as opposed to knowledge of somebody telling her something.
10:00:43 2	Q. Number 12, any communications between any	10:03:42 2	MR. TOKE: Right. I'm happy to clarify the
10:00:46 3	representatives of Wave and any representatives of GHM	10:03:44 3	question.
10:00:49 4	relating to any of the photographs that are part of the	10:03:46 4	Q. What I mean by "personal knowledge" is
10:00:51 5	registrations listed. Same position?	10:03:48 6	knowledge that you received from being contemporaneously
10:00:54 6	A. That would be the same.	10:03:52 7	there when these events that underlie this lawsuit happened,
10:00:55 7	Q. Okay. Any and all payments made by GHM or any	10:03:59 8	that's personal knowledge, versus knowledge that someone
10:00:59 8	property ever managed by GHM to Ms. Lee or any of the Wave	10:04:02 9	else has told you about what had happened.
10:01:03 9	entities. Do you have any knowledge of that?	10:04:08 10	A. To the best of my knowledge, I believe I would
10:01:05 10	A. I do have knowledge of this.	10:04:10 11	generally have some knowledge on number 21.
10:01:15 11	Q. Number 14, current and past employees of GHM	10:04:18 12	Q. Personal knowledge, as I've just defined it?
10:01:18 12	who had interaction with any of the Wave entities or	10:04:22 13	A. To the best of my understanding of your
10:01:22 13	Ms. Lee.	10:04:24 14	definition of "personal knowledge", I do think so.
10:01:22 14	A. I have some knowledge of this.	10:04:28 15	Q. Okay. Great.
10:01:24 15	Q. Okay. Internal discussions non-privileged --	10:04:30 16	Number 22, the terms of any agreements between any
10:01:31 16	this is number 15 -- and communications within GHM about	10:04:33 17	hotel ever managed by GHM and/or GHM with VFM/Leonardo.
10:01:35 17	Ms. Lee, the Wave entities, photographs or registrations	10:04:40 18	That's number 22.
10:01:41 18	involved.	10:04:53 19	A. I would have knowledge.
10:01:41 19	I'll clarify this. I'm talking -- we're talking	10:04:55 20	Q. Okay. Twenty-three, GHM's use or distribution
10:01:51 20	about discussions at the time that Wave was working with	10:05:04 21	in any manner of any of the photographs subject to the
10:01:54 21	GHM. That would be the same position as the others, that	10:05:08 22	registrations or taken by Ms. Lee or Wave of any of the
10:02:00 22	you don't have personal knowledge; is that correct?	10:05:13 23	properties ever managed by GHM.
10:02:02 23	A. The same.	10:05:25 24	A. The same position as before.
10:02:11 24	Q. Any photographs taken by Ms. Lee -- this is	10:05:27 25	Q. That you do not have some?
10:02:13 25	16 -- or any of the Wave entities of any property managed by		
10:02:18 1	GHM at any time. The same; right?	10:05:28 1	A. That I do not.
10:02:27 2	A. Yes, the same.	10:05:33 2	Q. How about 24, the use or distribution in any
10:02:28 3	Q. Okay. Number 17, the business activities of	10:05:35 3	manner of any photographs subject to the registrations or
10:02:32 4	GHM in the US.	10:05:39 4	any other photographs taken by Ms. Lee or the Wave entities
10:02:33 5	A. Yes, I do have knowledge.	10:05:43 5	of any property ever managed by GHM, by any of its
10:02:35 6	Q. Okay. GHM's website and its servers.	10:05:47 6	representatives, agents or employees of any property managed
10:02:40 7	A. Yes, I do have knowledge.	10:05:51 7	by GHM. The same position, yes, as number 23 --
10:02:42 8	Q. Okay. The business activities of Ms. Lee in	10:05:55 8	A. The same position.
10:02:47 9	the United States.	10:05:55 9	Q. -- and all the others before it that we have
10:02:48 10	A. I have no knowledge of this.	10:06:00 10	listed. Yes?
10:02:52 11	Q. The ownership of the copyrights to the	10:06:02 11	A. Yes, same position.
10:02:55 12	photographs that are subject to the registrations -- this is	10:06:03 12	Q. Twenty-five, the terms of any agreements
10:02:58 13	number 20 -- including any additional photographs taken by	10:06:05 13	between GHM and any hotel ever managed by GHM that is
10:03:00 14	Ms. Lee or any of the Wave entities of any property managed	10:06:09 14	depicted in any of the photographs subject to the
10:03:05 15	by GHM at any time.	10:06:12 15	registrations, the list of photographs.
10:03:06 16	A. I do have some knowledge about this.	10:06:23 16	A. Could you explain this question?
10:03:08 17	Q. Okay. The alleged -- number 21 -- licensing	10:06:25 17	Q. Sure. There are various exhibits to number
10:03:17 18	or authorization of GHM to use any of the photographs taken	10:06:29 18	25. Right? There are agreements between GHM and the
10:03:20 19	by Ms. Lee or any of the Wave entities.	10:06:31 19	various hotels managed by it that are the subject of the
10:03:23 20	A. I do have some knowledge of this.	10:06:35 20	photographs taken by Wave.
10:03:25 21	Q. Okay. I assume that's personal knowledge, for	10:06:39 21	MR. SCHWARZ: Could you just repeat the question,
10:03:30 22	20 and 21?	10:06:40 22	because I'm not -- could you repeat the question back?
10:03:32 23	MR. SCHWARZ: Object. You may want to clarify	10:06:55 23	(Question read back.)
10:03:34 24	what you mean by "personal knowledge". I'm not sure that	10:06:57 24	MR. SCHWARZ: I'm only going to object because
10:03:36 25	the witness would have what I understand first-hand	10:07:00 25	there may be an ambiguity in there. When you say "GHM" as

10:07:04 1	distinguished from -- there may not be any agreements	10:10:03 1	MR. SCHWARZ: I'm objecting to the form of the
10:07:10 2	between GHM, as you are defining GHM, and the hotels, as you	10:10:05 2	question.
10:07:16 3	should know from seeing the management agreements. Well,	10:10:06 3	MR. TOKE: Yes, just leave it there. I will ask
10:07:18 4	the agreements are with the subsidiaries.	10:10:08 4	the question again, however.
10:07:22 5	MR. TOKE: Let's say for the purposes --	10:10:09 5	Q. You have testified that there are now 13
10:07:24 6	understood. For the purposes of the question, when I say	10:10:11 6	topics on this list that you do not have personal knowledge
10:07:27 7	GHM, I mean any GHM or GHM related entity.	10:10:15 7	of because you weren't there at the time; correct?
10:07:33 8	MR. SCHWARZ: Okay.	10:10:24 8	A. I do not have personal knowledge.
10:07:34 9	BY MR. TOKE:	10:10:27 9	Q. So, you've now told me that there is no one
10:07:34 10	Q. That's a subsidiary -- I think that should	10:10:30 10	else at GHM, that's currently at GHM, that has personal
10:07:36 11	have been clear from the question. But you understand that;	10:10:36 11	knowledge of those 13 topics.
10:07:39 12	yes?	10:11:23 12	A. Yes.
10:07:40 13	A. Now I understand that.	10:11:27 13	Q. Okay. Is there anyone at GHM currently who
10:07:42 14	Q. Okay. So, you agree there are various	10:11:33 14	was also there at that time?
10:07:44 15	agreements between GHM, that means GHM or any of its	10:11:41 15	A. Yes.
10:07:49 16	subsidiaries, with the various hotels that were the subject	10:11:42 16	Q. Who?
10:07:53 17	of the photographs taken by Wave. Right?	10:11:54 17	A. You want the names?
10:07:55 18	A. I do have knowledge.	10:11:56 18	Q. Yes.
10:07:56 19	Q. You do have knowledge of the terms of those	10:11:59 19	A. We have Ms. Sheladina Joseph.
10:07:58 20	agreements?	10:12:05 20	Q. How do I spell that?
10:07:59 21	A. (Witness nods.)	10:12:06 21	A. S-h-e-l-a-d-i-n-a J-o-s-e-p-h.
10:08:01 22	Q. Okay. Use or distribution by GHM -- this is	10:12:15 22	Q. What is Ms. Joseph's position at GHM?
10:08:04 23	number 26 -- or any hotel ever managed by GHM of any of the	10:12:22 23	A. She's the CRM executive.
10:08:09 24	photographs of any such hotels taken by anyone other than	10:12:27 24	Q. And what are her duties?
10:08:13 25	Ms. Lee or any of the Wave entities. So, photographs of any	10:12:37 25	A. I wouldn't remember her scope of duties
10:08:17 1	of the GHM managed properties that were taken by anyone else	10:12:40 1	offhand.
10:08:20 2	besides Ms. Lee or Wave.	10:12:43 2	Q. Okay. Do you generally have a sense of what
10:08:24 3	A. I would generally have knowledge of this.	10:12:50 3	she does?
10:08:27 4	Q. Okay. Great.	10:12:51 4	A. Per her title, she's CRM executive, that's
10:08:28 5	So, of the ones where you said you did not have	10:12:53 5	customer relationship management.
10:08:31 6	personal knowledge, is there anyone -- I think that's	10:12:55 6	Q. She is a liaison between GHM and the various
10:08:37 7	numbers 3, 4, 5, 7, 8, 10 -- sorry, let me start that	10:13:00 7	hotels?
10:08:59 8	again -- numbers 3, 4, 5, 7, 8, 10, 11, 12, 15, 16, 23 and	10:13:02 8	A. That's not exactly the way to put it.
10:09:08 9	24 of this list, some 13, so half of the topics, is there	10:13:04 9	Q. How would you put it?
10:09:15 10	anyone at GHM, who is currently at GHM, that is more	10:13:06 10	A. In a nutshell, she manages customers' database
10:09:20 11	knowledgeable than you about any -- about those topics?	10:13:11 11	for the group.
10:09:27 12	A. No.	10:13:13 12	Q. Okay. So the CRM, like Sales Force or Oracle
10:09:28 13	Q. There isn't? Is there anyone at GHM that --	10:13:18 13	or something like that?
10:09:32 14	well, you're not knowledgeable at all, so you're telling me	10:13:21 14	A. As her position states, customer relationship
10:09:36 15	there's no one else at GHM that has any knowledge, personal	10:13:24 15	management. So basically she handles customers' database.
10:09:39 16	knowledge, of those 13 topics?	10:13:29 16	Q. Okay. I may ask more questions about that
10:09:43 17	MR. SCHWARZ: Let me object to the form of that	10:13:33 17	later, but that's fine.
10:09:44 18	question.	10:13:34 18	How long has she been at GHM?
10:09:46 19	MR. TOKE: You've done it. Great.	10:13:41 19	A. I don't remember offhand. I would say
10:09:48 20	MR. SCHWARZ: If you could rephrase it, because	10:13:49 20	10 years.
10:09:49 21	I don't think you characterize her knowledge correctly.	10:13:50 21	Q. Okay. So, approximately 2005?
10:09:54 22	See, this was the whole point I was saying, just ask her	10:13:59 22	A. I would not put my finger to it, but that
10:09:57 23	questions about what she knows.	10:14:02 23	would be an estimate.
10:10:00 24	So your question said --	10:14:03 24	Q. Okay. Anyone else that's currently at GHM
10:10:03 25	MR. TOKE: Howard --	10:14:07 25	that was also there at the time when GHM was working with

10:14:10 1	Wave?	10:17:04 1	it would be minimal.
10:14:19 2	A. We have Mr. Hans Jenni.	10:17:05 2	Q. What are Mr. Jenni's responsibilities at GHM?
10:14:25 3	Q. Actually, let me close the loop on Ms. Joseph.	10:17:10 3	A. Mr. Jenni oversees the day-to-day running of
10:14:28 4	So, would Ms. Joseph have had any relations with	10:17:21 4	the company, from a finance standpoint, administration. He
10:14:32 5	Wave, any correspondence with Wave, any communications or	10:17:24 5	makes day-to-day decisions on how the company is running.
10:14:37 6	involvement with working with Wave with respect to any	10:17:35 6	That's in a nutshell.
10:14:41 7	property managed by GHM?	10:17:36 7	Q. Okay. Operations of the company. Is that a
10:14:47 8	A. To my knowledge, if there is any	10:17:39 8	fair characterization?
10:14:51 9	correspondence, it would be very minimal.	10:17:42 9	A. I wouldn't use the word "operations". I would
10:14:54 10	Q. So she probably doesn't know much about the	10:17:45 10	say day-to-day running.
10:14:57 11	situation with Wave?	10:17:46 11	Q. So, he runs the company?
10:14:58 12	A. I do not think I should answer that question	10:17:48 12	A. Right.
10:15:01 13	because I'm not her, so I really cannot gauge how much	10:17:49 13	Q. Does that include marketing or advertising
10:15:06 14	knowledge she has.	10:17:53 14	that is being developed for the various properties managed
10:15:07 15	Q. I'm just asking what you, based on your	10:17:55 15	by GHM?
10:15:10 16	understanding of her involvement with the company, whether	10:17:59 16	A. Not directly.
10:15:13 17	or not she would really have much occasion to learn anything	10:18:00 17	Q. Not directly? Okay.
10:15:17 18	about or know much about Wave.	10:18:04 18	Would -- but people who worked with Mr. Jenni or
10:15:20 19	A. I think I have addressed that. So, to the	10:18:10 19	below Mr. Jenni would report to him on issues like that;
10:15:23 20	best of my knowledge, if there was any correspondence, it	10:18:14 20	yes?
10:15:27 21	would be rather minimal.	10:18:28 21	A. People would report to him. I don't know what
10:15:29 22	Q. Okay. How about Mr. Hans Jenni, who is he?	10:18:33 22	you mean by "issues like that".
10:15:36 23	A. Mr. Jenni is our president.	10:18:38 23	Q. Okay. I've already defined that he -- that
10:15:40 24	Q. He's the founder, too, isn't he?	10:18:43 24	there are advertising and marketing done for the various
10:15:43 25	A. He's one of the founders.	10:18:46 25	hotels managed by GHM; correct?
10:15:45 1	Q. Okay. Mr. Jenni did have a lot of interaction	10:18:50 1	A. Yes. But if you would refer back to when
10:15:56 2	with Wave, didn't he?	10:18:52 2	I described Mr. Jenni's responsibilities in a nutshell,
10:16:00 3	MR. SCHWARZ: Objection to the form of the	10:18:56 3	I said he runs the company and primarily in the finance and
10:16:00 4	question. You can answer it.	10:19:02 4	the administration of the company.
10:16:02 5	I objected to the form, means that there was	10:19:05 5	Q. So, he doesn't have any responsibility for the
10:16:05 6	something in the question that I believed was improper. The	10:19:08 6	creation or the approval of any advertising or marketing
10:16:10 7	question has "a lot". It's a matter of opinion, so that's	10:19:15 7	done for the GHM managed properties?
10:16:12 8	the basis for my objection.	10:19:17 8	A. To the best of my knowledge, not directly.
10:16:14 9	BY MR. TOKE:	10:19:22 9	Q. Okay. Great.
10:16:15 10	Q. Go ahead.	10:19:24 10	Anyone else at GHM, currently at GHM, besides
10:16:16 11	A. Would you clarify "a lot"?	10:19:29 11	Ms. Sheladina Joseph and Hans Jenni, that were also there at
10:16:18 12	Q. Sure. Regular contact with Wave, with respect	10:19:34 12	GHM during the time that Wave was dealing with GHM?
10:16:22 13	to the various projects that wave did for GHM managed	10:19:39 13	A. Yes. There is a Ms. Pamela Tan.
10:16:28 14	properties.	10:19:42 14	Q. Okay. Who is Ms. Pamela Tan?
10:16:33 15	A. What kind of a contact would "regular" refer	10:19:46 15	A. Pamela Tan is executive secretary to
10:16:39 16	to? Could you make it --	10:19:48 16	Mr. Jenni.
10:16:43 17	Q. You tell me.	10:19:57 17	Q. Okay.
10:16:44 18	A. -- a little bit more quantifiable --	10:19:57 18	A. There is a Mr. Alvin Fong, A-l-v-i-n F-o-n-g.
10:16:44 19	Q. I'm simply asking: Did Mr. Hans Jenni have	10:20:04 19	Q. And what does Mr. Fong do?
10:16:47 20	any interactions with Wave?	10:20:08 20	A. He's assistant manager.
10:16:50 21	A. Interactions or a lot or regular?	10:20:14 21	Q. Okay.
10:16:53 22	Q. I'm just asking you if he had interactions.	10:20:15 22	A. And he basically assists Pamela Tan in her
10:16:56 23	A. If he has?	10:20:18 23	duties.
10:16:57 24	Q. Mm-hm.	10:20:30 24	Q. Who at GHM, during the period of time that
10:16:58 25	A. To the best of my knowledge, even if there is,	10:20:35 25	Wave was working with GHM managed properties, was in charge

<p>10:20:38 1 of advertising and marketing, developing those advertising 10:20:42 2 and marketing campaigns or products for the various GHM 10:20:48 3 managed hotels?</p> <p>A. Mr. Ohletz.</p> <p>Q. Mr. Ohletz, okay, Ralf Ohletz.</p> <p>What was his title?</p> <p>A. Mr. Ohletz was then executive vice-president of GHM.</p> <p>Q. What about Mr. Kendall Oei?</p> <p>A. Mr. Oei was a director of GHM.</p> <p>Q. What were his duties?</p> <p>A. I didn't hear you.</p> <p>Q. Oh, sorry. What were his duties?</p> <p>A. Mr. Oei was primarily involved in finance, legal, those two main areas.</p> <p>Q. By "legal", what do you mean by "legal"?</p> <p>A. It means he gets involved in negotiating the management contracts for and on behalf of the company.</p> <p>Q. Would he be the person negotiating vendor contracts as well?</p> <p>A. No.</p> <p>Q. Who was that?</p> <p>A. Vendor contracts would usually be done by the team or the person who engages the service.</p> <p>Q. Okay. Who at GHM was that?</p>	<p>10:24:19 1 in the deposition of Monica Chng. 10:24:22 2 Going off the record. The time is 10:24 a.m. 10:24:28 3 (10:24 a.m.) (Recess taken.) 10:33:25 5 (10:41 a.m.) 10:41:26 6 VIDEOGRAPHER: Back on the record. 10:41:38 7 Here marks the beginning of tape number 2 in the deposition of Monica Chng. The time is 10:41 a.m. 10:41:41 8 MR. TOKE: Okay, back on the record. 10:41:53 9 Q. Ms. Chng, during the break did you discuss the case at all with your lawyer? A. No. Q. You named a number of people who are still at GHM that were there between 2000 and 2007 when GHM was -- pardon me, when Wave was providing services for various GHM managed properties. Do you recall that testimony? A. I'd like to rephrase that a little bit. Q. Okay. A. The names I've given to you are people who are currently still with GHM and were there before 2007. I cannot confirm if they were there between 2000 and 2007. Q. Okay. Perfect. That's great. That's because you weren't at GHM until 2008; is that right?</p>
<p>10:22:46 1 A. At which particular point are you asking?</p> <p>10:22:49 2 Q. During the time when Wave was working with the 10:22:51 3 various GHM managed properties, so let's say 2000 to 2007.</p> <p>10:23:00 4 A. To the best of my understanding, it would be 10:23:03 5 the person who engaged the services. If I may give you an example, if we want to buy stationery, Ms. Tan, who was in 10:23:09 6 charge of the office management, she would then engage a 10:23:17 7 stationery provider and discuss the terms from there.</p> <p>10:23:25 8 Q. Ms. Tan would do that?</p> <p>10:23:32 9 A. I'm giving you an example of stationery 10:23:34 10 purchase.</p> <p>10:23:35 11 Q. Okay. How about the types of marketing 10:23:39 12 collateral that Wave created for the various GHM managed 10:23:45 13 properties? Who would have been involved in the negotiating 10:23:48 14 or discussions about contracts or the agreement between -- 10:23:53 15 with Wave?</p> <p>10:24:00 16 A. Mr. Ohletz.</p> <p>10:24:02 17 Q. Mr. Ohletz.</p> <p>10:24:03 18 A. Would you mind if I take a lady's break?</p> <p>10:24:11 19 COURT REPORTER: I'm sorry, could you speak up a little bit?</p> <p>10:24:04 20 A. I'm just asking for a ladies' room break.</p> <p>10:24:15 21 BY MR. TOKE:</p> <p>10:24:15 22 Q. Sure, not a problem.</p> <p>10:24:18 23 VIDEOGRAPHER: This marks the end of tape number 1</p>	<p>10:43:00 1 A. I joined GHM in 2008. The reason why I want 10:43:04 2 to make that clarity earlier on is because I haven't gone to 10:43:08 3 look at when every one of those people joined GHM. 10:43:11 4 Q. And would you have -- I'm sorry, let me 10:43:18 5 rephrase. 10:43:22 6 Just to confirm, as you said, you joined GHM in 10:43:26 7 2008, so you were not actually at GHM between 2000 and 2007 10:43:31 8 when Wave was providing various services for GHM managed 10:43:36 9 properties; isn't that correct? 10:43:38 10 A. That's correct. 10:43:39 11 Q. What's your current title at GHM? 10:43:45 12 A. Senior vice-president finance and 10:43:48 13 administration. 10:43:48 14 Q. What are your duties at GHM? 10:43:53 15 A. I handle finance, legal, human resource and 10:44:04 16 administration of the company. 10:44:06 17 Q. So, would it be fair to say that you 10:44:09 18 essentially do the job of Mr. Oei? 10:44:18 19 A. In broad sense, yes. 10:44:21 20 Q. Do you have any current overlap with what 10:44:24 21 Mr. Ohletz used to do? 10:44:31 22 A. No. 10:44:31 23 Q. And who do you report to? 10:44:40 24 A. I report to Mr. Hans Jenni. 10:44:44 25 Q. And did Mr. Kendall Oei -- who I think you've</p>

10:44:51 1	just said there's broad overlap in terms of what you do for	10:47:55 1	no ownership by GHM.
10:44:55 2	GHM now and what Mr. Oei did when he was at GHM; correct?	10:47:57 2	Q. Okay. So your testimony is that, to your
10:45:00 3	A. No, I didn't say that there's a broad overlap	10:48:01 3	knowledge, GHM does not have any ownership interest in any
10:45:03 4	of what we did.	10:48:05 4	of the hotels or resorts that it manages?
10:45:04 5	Q. Okay. What did you say?	10:48:08 5	A. That's what I meant.
10:45:05 6	A. What was your question when you asked that?	10:48:10 6	Q. Okay. Who owns GHM?
10:45:08 7	Q. Well, it's a few questions ago. I think I was	10:48:19 7	A. GHM is owned by two individuals, one of which
10:45:12 8	just simply asking if you basically do what Mr. Oei used to	10:48:25 8	is Mr. Adriaan Lauw Willem Zecha and the other is Mr. Hans
10:45:16 9	do.	10:48:33 9	Jenni.
10:45:16 10	A. That's correct. I said, in a broad sense,	10:48:35 10	MR. SCHWARZ: You may want to spell the name.
10:45:19 11	yes.	10:48:38 11	A. Oh, okay, sorry. The first one is Adriaan, as
10:45:20 12	Q. Okay. And you said you report to Mr. Hans	10:48:41 12	in A-d-r-i-a-a-n, Willem W-i-l-l-e-m, Lauw L-a-u-w, and his
10:45:25 13	Jenni. Who did Mr. Kendall Oei report to, if you know?	10:49:00 13	family name is Zecha Z-e-c-h-a. The other individual is
10:45:31 14	A. I have no knowledge of that.	10:49:07 14	Mr. Hans Jenni, H-a-n-s J-e-n-n-i.
10:45:33 15	Q. Okay. And that's because you weren't at GHM	10:49:12 15	BY MR. TOKE:
10:45:36 16	at that time; right?	10:49:12 16	Q. And do you know how much of the company each
10:45:39 17	A. I just don't have knowledge of that.	10:49:15 17	of them owns?
10:45:41 18	Q. Okay. Did you overlap with Mr. Oei at all at	10:49:22 18	A. This is much related to the ownership of the
10:45:48 19	GHM?	10:49:25 19	company. I would like to --
10:45:51 20	A. As in time?	10:49:27 20	MR. SCHWARZ: So, I'm going to object. I can
10:45:53 21	Q. Did you both work there at the same time?	10:49:28 21	see -- the response is that the company would consider that
10:45:58 22	A. No.	10:49:34 22	proprietary information, and so --
10:45:58 23	Q. When did he leave, do you know?	10:49:38 23	MR. TOKE: On what basis?
10:46:00 24	A. No.	10:49:39 24	MR. SCHWARZ: It has nothing to do with this
10:46:01 25	Q. But it would have been before you --	10:49:39 25	lawsuit and the ownership interest is the ownership
10:46:03 1	A. Yes.	10:49:41 1	interest. How the two of them -- so I'm objecting, I'm
10:46:07 2	Q. Okay. Have you always had the same title that	10:49:45 2	asserting that it's proprietary confidential information and
10:46:16 3	you have now at GHM?	10:49:48 3	the witness should not answer the question.
10:46:17 4	A. No.	10:49:51 4	MR. TOKE: Okay. You've noted that in the record?
10:46:18 5	Q. Okay. Why don't you run through the various	10:49:57 5	COURT REPORTER: Yes.
10:46:21 6	titles that you have had at GHM, the years that you held	10:49:57 6	MR. TOKE: That the witness was instructed not to
10:46:23 7	them and what your responsibilities were during each of	10:50:00 7	answer?
10:46:26 8	those periods.	10:50:02 8	COURT REPORTER: Yes.
10:46:27 9	A. Sure. I joined GHM in 2008. My title then	10:50:09 9	BY MR. TOKE:
10:46:33 10	was financial controller. My duties at that time was taking	10:50:09 10	Q. Are there any subsidiaries or affiliated
10:46:41 11	charge of making out the accounting records of the company,	10:50:12 11	companies to GHM? And when I say that, in this instance,
10:46:49 12	largely related to accounts payable, accounts receivable,	10:50:16 12	when I say GHM, I mean General Hotel Management Ltd., which
10:46:56 13	doing the day-to-day accounting transactions, churning	10:50:20 13	is, as I understand it, a British Virgin Islands company.
10:46:59 14	monthly reports for the management.	10:50:24 14	You're aware of that; yes?
10:47:08 15	Q. What is GHM's business?	10:50:26 15	A. Yes.
10:47:12 16	A. GHM's business is in managing and operating	10:50:26 16	Q. Okay. So, with that, given GHM for the
10:47:18 17	hotels, resorts.	10:50:28 17	purposes of this question, are there any other subsidiaries
10:47:21 18	Q. Does GHM own or have any ownership interest in	10:50:32 18	or affiliated companies to GHM?
10:47:24 19	any of the resorts or hotels that it manages?	10:50:36 19	A. Yes.
10:47:29 20	A. Not that I know of.	10:50:37 20	Q. What are they?
10:47:31 21	Q. Okay. Would there be anyone else who would	10:50:39 21	A. Do you mean you want me to list the
10:47:37 22	know, if you did not?	10:50:46 22	subsidiaries?
10:47:43 23	A. Maybe I should rephrase my answer.	10:50:48 23	Q. Yes.
10:47:45 24	Q. Go ahead.	10:50:49 24	A. Okay. General Hotel Management (Singapore)
10:47:46 25	A. I did not say I do not know. I mean I know of	10:50:58 25	Pte Ltd.

10:51:03 1	Q. How do I spell that, bracket?	10:56:49 1	right now, I just cannot tell you has it been dissolved.
10:51:04 2	MR. SCHWARZ: Bracket, paren.	10:56:53 2	But from our -- from our perspective, it is something that
10:51:04 3	MR. TOKE: Oh, okay, got it.	10:56:58 3	needs to be dissolved.
10:51:05 4	A. Parenthesis.	10:57:01 4	Q. In other words, it's a company that is not
10:51:07 5	Q. Got it. So, GHM (Singapore). Okay.	10:57:03 5	operating at this time?
10:51:12 6	Any others?	10:57:05 6	A. It has never operated.
10:51:18 7	A. GHM Mauritius, GHM Shanghai, GHM Thailand, GHM	10:57:07 7	Q. Okay. Is it also a wholly-owned subsidiary of
10:51:47 8	Malaysia. Have I mentioned GHM Philippines?	10:57:16 8	GHM or a majority owned by GHM, like the other companies?
10:52:10 9	Q. No.	10:57:24 9	A. No. It's not -- it's not -- it's definitely
10:52:11 10	A. GHM Philippines. GHM (Indochina).	10:57:29 10	not wholly owned. It's not majorly owned as well.
10:52:18 11	Q. Indochina?	10:57:34 11	Q. So, GHM owns a minority stake in GHM Sparrow?
10:52:20 12	A. Indochina. Indochina in parentheses.	10:57:41 12	A. Yes.
10:52:31 13	Q. Is there a GHM Muscat?	10:57:43 13	Q. Okay. Let's talk about the agreements between
10:52:33 14	A. GHM Services Muscat.	10:58:24 14	GHM and the various hotels that were the subject of the Wave
10:52:44 15	Q. Okay. Any others? For example, is it -- go	10:58:26 15	photographs. Okay?
10:53:31 16	ahead. Go ahead.	10:58:28 16	A. Could you refer me to which number is this?
10:53:31 17	A. No, I wasn't saying.	10:58:31 17	Q. Sure. So, we're going to go back to exhibit
10:53:35 18	Q. Can you think of any others?	10:58:34 18	19. This is number 22.
10:53:38 19	For example, is there a GHM Americas or a GHM USA?	10:58:44 19	A. Thank you.
10:54:10 20	A. There was a GHM -- there's no GHM Americas.	10:58:52 20	Q. You testified that you in fact do have
10:54:19 21	Sorry, before we come to that, I'm just thinking.	10:58:54 21	knowledge of these agreements; isn't that correct?
10:54:22 22	GHM Development Ltd, okay, and GHM USA LLC.	10:59:02 22	A. Between any hotel ever managed by GHM and/or
10:54:33 23	MR. SCHWARZ: GHM USA LLC.	10:59:06 23	GHM with VFM/Leonardo.
10:54:33 24	A. GHM USA LLC.	10:59:10 24	Q. Oh, pardon me, wrong one, I apologize. Not
25		10:59:14 25	the right one.
10:54:33 1	BY MR. TOKE:	10:59:16 1	Number 25, the terms of any agreements between GHM
10:54:37 2	Q. And is the "USA" in parentheses? It's okay if	10:59:27 2	and any hotel ever managed by GHM.
10:54:40 3	it isn't.	10:59:29 3	A. Yes, I do.
10:54:42 4	A. Not that I -- not that I remember.	10:59:30 4	Q. Okay. And what's the basis for your knowledge
10:54:45 5	Q. It doesn't matter.	10:59:32 5	of those agreements?
10:54:45 6	A. If I -- I'd like to just ask you to bear with	10:59:41 6	A. By virtue of my position now, I do have to
10:54:48 7	me for another minute, so I just want to make sure that	10:59:44 7	know them.
10:54:54 8	I have everything.	10:59:46 8	Q. You weren't there when they were negotiated,
10:55:12 9	Mauritius I've mentioned.	10:59:48 9	correct, or signed?
10:55:14 10	Q. You have.	11:00:00 10	A. I was not there when they were negotiated and
10:55:36 11	A. I think that's what I can recall.	11:00:03 11	signed. I have to know them.
10:55:38 12	Q. Okay. And how are all these companies related	11:00:06 12	Q. For your job. And what about your job
10:55:42 13	to GHM?	11:00:09 13	requires you to know them?
10:55:49 14	A. In that sense they are either wholly-owned	11:00:16 14	A. I've said I also handle the legal aspects of
10:55:53 15	subsidiaries or at least majorly owned by GHM.	11:00:21 15	the company, so I do have to know them.
10:56:01 16	Q. So, either wholly-owned subsidiaries or	11:00:25 16	Q. Okay. Very good.
10:56:04 17	majority owned by GHM?	11:00:32 17	What I'd like to do is -- let's go off the record
10:56:07 18	A. That would be correct.	11:00:41 18	for just a short while, because I want to introduce all of
10:56:09 19	Q. What about GHM Sparrow?	11:00:44 19	the agreements as exhibits seriatim, so that we can talk
10:56:15 20	A. GHM Sparrow, it was a joint venture that was	11:00:50 20	about them. So let's go off the record for a moment.
10:56:23 21	with Sparrow, Sparrow something. But that didn't take off.	11:00:53 21	VIDEOGRAPHER: Going off the record. The time is
10:56:30 22	So in fact we took it off the -- it went off the radar. So	11:00:55 22	11:00 a.m.
10:56:37 23	the cooperation didn't take off.	11:01:01 23	(11:00 a.m.)
10:56:41 24	Q. Is that company now dissolved?	11:01:09 24	(Recess taken.)
10:56:45 25	A. It is supposed to be dissolved but as we speak	25	

<p>11:01:09 1 (Exhibit 21 marked for identification)</p> <p>11:01:09 2 (Exhibit 22 marked for identification)</p> <p>11:01:09 3 (Exhibit 23 marked for identification)</p> <p>11:01:09 4 (Exhibit 24 marked for identification)</p> <p>11:01:09 5 (Exhibit 25 marked for identification)</p> <p>11:01:09 6 (Exhibit 26 marked for identification)</p> <p>11:01:09 7 (Exhibit 27 marked for identification)</p> <p>11:01:09 8 (Exhibit 28 marked for identification)</p> <p>11:01:09 9 (Exhibit 29 marked for identification)</p> <p>11:01:09 10 (Exhibit 30 marked for identification)</p> <p>11:01:09 11 (Exhibit 31 marked for identification)</p> <p>11:01:09 12 (Exhibit 32 marked for identification)</p> <p>11:01:09 13 (Exhibit 33 marked for identification)</p> <p>11:01:09 14 (Exhibit 34 marked for identification)</p> <p>11:01:09 15 (Exhibit 35 marked for identification)</p> <p>11:01:09 16 (Exhibit 36 marked for identification)</p> <p>11:01:09 17 (Exhibit 37 marked for identification)</p> <p>11:01:09 18 (Exhibit 38 marked for identification)</p> <p>11:34:15 19 (11:35 a.m.)</p> <p>11:35:00 20 VIDEOPHOTOGRAPHER: Back on the record. The time is</p> <p>11:35:28 21 11:35 a.m.</p> <p>11:35:32 22 MR. TOKE: Okay. Thanks very much. We were just</p> <p>11:35:38 23 off the record to enter a number of exhibits, which comprise</p> <p>11:35:44 24 documents produced for the first time by GHM last Wednesday,</p> <p>11:35:51 25 September 16. And these comprise the agreements, as far as</p>	<p>11:37:32 1 includes proprietary information, as I indicated to my</p> <p>11:37:36 2 adversary, as well as information that is simply</p> <p>11:37:38 3 non-responsive to the litigation whatsoever, and we left in</p> <p>11:37:41 4 the category captions to indicate both of those terms.</p> <p>11:37:45 5 So, the witness is here. I believe you should ask</p> <p>11:37:48 6 the witness whatever questions you want to about the</p> <p>11:37:50 7 information, about the contracts themselves. And</p> <p>11:37:53 8 I suggested that if we are going to have questions</p> <p>11:37:59 9 pertaining to attorneys' eyes only information, that we</p> <p>11:38:03 10 respectfully request that Ms. Lee not be in the room and</p> <p>11:38:07 11 that the pages be designated, as is common, that the pages</p> <p>11:38:10 12 be designated as attorneys' eyes only and then you can have</p> <p>11:38:15 13 your -- you reserve whatever rights you want to reserve.</p> <p>11:38:18 14 MR. TOKE: That's fine. Also, because the</p> <p>11:38:21 15 documents have been heavily redacted and there is, as a</p> <p>11:38:24 16 result, no way for plaintiff to actually assess whether or</p> <p>11:38:27 17 not the large swathes of these documents are actually</p> <p>11:38:30 18 non-responsive or irrelevant, we reserve the right to ask</p> <p>11:38:35 19 for additional time to depose this witness, should that be</p> <p>11:38:40 20 necessary, and reserve the right to request that it be at</p> <p>11:38:47 21 GHM's expense.</p> <p>11:38:52 22 MR. SCHWARZ: It's noted on the record, and we</p> <p>11:38:54 23 disagree, obviously.</p> <p>11:38:56 24 MR. TOKE: Sure. I understand.</p> <p>11:38:58 25 Q. Ms. Chng, before you are a number of exhibits,</p>
<p>11:35:58 1 we understand, between the -- between GHM or GHM</p> <p>11:36:04 2 subsidiaries or affiliates and the hotels that are the</p> <p>11:36:08 3 subject of the hotel photographs that underlie this</p> <p>11:36:12 4 litigation.</p> <p>11:36:13 5 The first thing the plaintiff wanted to indicate</p> <p>11:36:16 6 is these documents have been designated under the protective</p> <p>11:36:21 7 order as attorneys' eyes only. However, they have been</p> <p>11:36:26 8 heavily redacted as well. No privilege log has been</p> <p>11:36:30 9 provided or any basis for the redaction, other than a</p> <p>11:36:35 10 representation that large portions of these agreements that</p> <p>11:36:40 11 have been redacted are irrelevant to the proceedings.</p> <p>11:36:45 12 Plaintiff's position is that the decision on</p> <p>11:36:48 13 whether or not they are relevant or responsive has been</p> <p>11:36:51 14 demonstrated by the fact that they have been produced and</p> <p>11:36:54 15 they are responsive to discovery requests that have been</p> <p>11:36:57 16 served on GHM and that the redaction of these documents is</p> <p>11:37:01 17 improper and there is no basis for it.</p> <p>11:37:07 18 Plaintiff also reserves its right to challenge the</p> <p>11:37:12 19 designation as attorneys' eyes only for these documents.</p> <p>11:37:18 20 That's what we want to put on the record.</p> <p>11:37:19 21 I think counsel for GHM wants to put something on</p> <p>11:37:24 22 the record as well.</p> <p>11:37:26 23 MR. SCHWARZ: Yes. The documents were produced</p> <p>11:37:27 24 under attorneys' eyes only, as provided in the</p> <p>11:37:28 25 confidentiality order. The material that has been redacted</p>	<p>11:39:04 1 as I indicated on the record, that were very recently</p> <p>11:39:07 2 produced by GHM for the first time in this litigation, which</p> <p>11:39:12 3 represent the underlying agreements with the hotels at issue</p> <p>11:39:15 4 in this litigation. You understand that; yes?</p> <p>11:39:18 5 A. Yes.</p> <p>11:39:19 6 Q. And are you familiar -- you testified that</p> <p>11:39:21 7 you, as a result of your position at GHM, are familiar with</p> <p>11:39:26 8 all of these agreements; is that correct?</p> <p>11:39:29 9 A. I said I have knowledge.</p> <p>11:39:31 10 Q. By you have knowledge, what does that mean?</p> <p>11:39:36 11 A. I know that there are these agreements.</p> <p>11:39:40 12 Q. So, all you know is that they exist?</p> <p>11:39:42 13 A. Maybe you should let me know what would you</p> <p>11:39:44 14 expect by saying that I'm familiar. Do -- I mean, at least</p> <p>11:39:49 15 give me an expectation of what you would define as</p> <p>11:39:55 16 "familiar".</p> <p>11:39:55 17 Q. What does the word "familiar" mean to you?</p> <p>11:39:59 18 A. Familiar, in my understanding, that I hope I'm</p> <p>11:40:09 19 not expected to know word by word in the agreement.</p> <p>11:40:14 20 Q. I'm not asking. This is not a memory contest.</p> <p>11:40:18 21 But what I'm saying, you testified earlier that because of</p> <p>11:40:21 22 the responsibilities of your job, you have to have a working</p> <p>11:40:25 23 knowledge of how these agreements work. Is that an accurate</p> <p>11:40:29 24 summary of what you said?</p> <p>11:40:36 25 A. Yes.</p>

<p>11:40:38 1 Q. Okay. So you have a working knowledge of all 11:40:41 2 these agreements; is that correct?</p> <p>11:40:42 3 A. Yes.</p> <p>11:40:42 4 Q. Okay. So let's take a look at -- well, let me 11:40:53 5 ask you this: Are these generally the same in terms of the 11:40:56 6 overall terms of the agreements with each of the hotels?</p> <p>11:41:00 7 MR. SCHWARZ: Objection to the form. You can 11:41:03 0 answer if it's possible.</p> <p>11:41:07 9 MR. TOKE: Howard, as you've indicated to me in 11:41:09 10 depositions before, no speaking objections. There's no need 11:41:12 11 to coach the witness. All you've got to do is put the 11:41:14 12 objection on the record, please.</p> <p>11:41:16 13 MR. SCHWARZ: I wasn't sure that was coaching. 11:41:10 14 But I object to the form of the question.</p> <p>11:41:25 15 MR. TOKE: Good enough. Go ahead.</p> <p>11:41:26 16 A. Okay. Can you repeat your question?</p> <p>11:41:41 17 MR. TOKE: We can have the question read back, 11:41:43 18 please.</p> <p>11:41:45 19 (Question read back.)</p> <p>11:41:50 20 A. The structure would basically be similar, save 11:41:57 21 for negotiations and the results of these negotiations that 11:42:02 22 would have taken place on or before the conclusion of these 11:42:07 23 agreements.</p> <p>11:42:09 24 Q. Okay. Perfect.</p> <p>11:42:10 25 And how would you characterize the overall</p>	<p>11:43:45 1 you want to just make it a little bit clearer.</p> <p>11:43:50 2 Q. Okay, sure.</p> <p>11:43:54 3 Does GHM employ anyone who works at any one of the 11:44:02 4 hotels on a day-to-day basis?</p> <p>11:44:38 5 A. No.</p> <p>11:44:39 6 Q. So no one who works at any of the hotels that 11:44:43 7 GHM provides services for is actually employed by GHM; is 11:44:47 8 that correct?</p> <p>11:45:00 9 A. When you say "employed by GHM," do you mean 11:45:03 10 that the employee in question is actually remunerated by 11:45:07 11 GHM? Does that mean "employed by GHM"?</p> <p>11:45:14 12 Q. What does the word "employee" mean to you?</p> <p>11:45:17 13 A. That I'm being remunerated by the company.</p> <p>11:45:20 14 Q. So let's use that example, yes.</p> <p>11:45:22 15 Is there anyone who works at the hotels on a 11:45:25 16 day-to-day basis that is remunerated by GHM?</p> <p>11:45:28 17 A. No.</p> <p>11:45:29 18 Q. So, all the people that work at the hotel are 11:45:35 19 employees of the hotels themselves?</p> <p>11:45:38 20 A. Yes, and remunerated by the hotel, that's 11:45:42 21 correct.</p> <p>11:45:43 22 Q. And that says -- and the agreements say so;</p> <p>11:45:46 23 right?</p> <p>11:45:48 24 A. Yes.</p> <p>11:45:49 25 Q. For example, let's -- as you said, the</p>
<p>11:42:12 1 structure of these agreements? And by that, what I mean is 11:42:16 2 what is GHM generally contracting with these hotels to 11:42:21 3 provide?</p> <p>11:42:23 4 A. When I say the overall structure will be the 11:42:27 5 same or similar, is the word I used, it means -- I give you 11:42:31 6 an example here -- all these agreements will be an agreement 11:42:35 7 to operate and manage the hotel, instead of having ownership 11:42:40 8 in the hotel. This is one example that I can broadly bring 11:42:46 9 out.</p> <p>11:42:49 10 Q. Okay. So, generally speaking, under all of 11:42:53 11 these agreements, GHM provided management and operational 11:42:56 12 services for these hotels. Is that correct?</p> <p>11:42:59 13 A. Yes.</p> <p>11:43:00 14 Q. What kinds of responsibilities would that mean 11:43:04 15 for GHM?</p> <p>11:43:07 16 A. It means we ensure the day-to-day operation of 11:43:11 17 the hotel; that someone -- a guest comes to a hotel, checked 11:43:16 18 in, doesn't find the hotel empty and no one would attend to 11:43:21 19 his requirements.</p> <p>11:43:23 20 Q. Are there ever any GHM employees that are 11:43:28 21 staffed at any of the hotels?</p> <p>11:43:35 22 A. Would you want to give me an example?</p> <p>11:43:38 23 Q. Is there something you didn't understand about 11:43:41 24 the question?</p> <p>11:43:42 25 A. I may have not understood it correctly. So if</p>	<p>11:45:52 1 structure of a lot of these are the same. Let's take one at 11:45:56 2 random. For example, let's look at exhibit 21. This is for 11:46:10 3 the Leela.</p> <p>11:46:21 4 MR. SCHWARZ: I'm not quite sure where you're 11:46:23 5 going to, but I'm suspecting if you're going to ask 11:46:28 6 questions, we should at this point mark this portion of the 11:46:31 7 transcript as "Attorneys' Eyes Only", please.</p> <p>11:46:35 8 MR. TOKE: You want to ask Ms. Lee to leave?</p> <p>11:46:38 9 MR. SCHWARZ: Yes.</p> <p>11:46:39 10 MR. TOKE: Okay. Would you step outside for a 11:46:41 11 moment, please, Ms. Lee. Thank you.</p> <p>11:46:44 12 (Ms. Lee left the deposition room.)</p> <p>11:47:04 14 11:47:04 15 (Deposition continued marked "For Attorneys' Eyes Only")</p> <p>11:47:04 16 11:47:04 17 (Pages 51-81 of transcript)</p> <p>11:47:04 18</p> <p>11:47:04 19</p> <p>11:47:04 20</p> <p>11:47:04 21</p> <p>11:47:04 22</p> <p>11:47:04 23</p> <p>11:47:04 24</p> <p>11:47:04 25</p>

13:46:52 1	(1:47 p.m.)	13:51:11 1	Q. I would like to mark this next in order.
13:47:07 2	VIDEOGRAPHER: Back on the record. The time is	13:51:14 2	COURT REPORTER: Thirty-nine.
13:47:13 3	1:47 p.m.	13:51:18 3	(Exhibit 39 marked for identification)
13:47:14 4	(Ms. Lee returned to the deposition room.)	13:51:41 4	MR. TOKE:
13:47:18 5	BY MR. TOKE:	13:52:09 5	Q. Ms. Chng, what's marked exhibit 39 are
13:47:20 6	Q. Ms. Chng, you testified earlier that there's a	13:52:13 6	print-outs from the GHM website. You can see that at the
13:47:26 7	GHM USA LLC?	13:52:17 7	bottom, it's at ghmhotels.com?
13:47:30 8	A. Yes.	13:52:23 8	A. Yes.
13:47:30 9	Q. What properties are -- let me back up.	13:52:26 9	Q. This is the "Contact us" page, which is a
13:47:36 10	Does GHM USA LLC have any agreements with any	13:52:30 10	sub-page of the sales and reservations. You can see the
13:47:45 11	properties right now?	13:52:33 11	highlighted or shaded-in area that says "Sales and
13:47:46 12	A. No.	13:52:38 12	Reservations" on the left; yes?
13:47:48 13	Q. Did it ever?	13:52:40 13	A. Yes.
13:47:56 14	A. Yes.	13:52:40 14	Q. This is pulled out of the main page, which
13:48:00 15	Q. What properties?	13:52:43 15	says "Sales and reservations." If you could flip to the
13:48:01 16	A. The Setai.	13:52:49 16	second page, towards the bottom you'll see "United States of
13:48:02 17	Q. The Setai Miami?	13:52:55 17	America." Do you see that?
13:48:07 18	A. (Witness nods.)	13:52:57 18	A. Yes, I do.
13:48:08 19	Q. Okay. And you testified earlier that that	13:52:58 19	Q. And there's an office listed in San Francisco;
13:48:17 20	was -- is that exhibit 34? That's the agreement with GHM	13:53:01 20	correct?
13:48:21 21	USA LLC? Exhibit 34 was with the Dempsey Vanderbilt Hotel.	13:53:02 21	A. Yes.
13:48:48 22	A. Yes, it is.	13:53:03 22	Q. Okay. And it says -- and there's an email
13:48:49 23	Q. This is the agreement. Okay.	13:53:08 23	address to reach someone at ghmhotels.com; isn't that
13:48:51 24	What about Heritage House?	13:53:14 24	correct?
13:48:55 25	MR. SCHWARZ: Objection to the form of the	13:53:14 25	A. That's correct.
13:48:55 1	question. What's the question?	13:53:15 1	Q. And it's ghmusa!@ghmhotels.com; yes?
13:48:59 2	MR. TOKE: I asked what properties GHM USA had	13:53:23 2	A. That's correct.
13:49:04 3	contracts with or agreements with.	13:53:23 3	Q. And then underneath that is a New York office;
13:49:06 4	Q. You said the Setai, and you testified that	13:53:27 4	right?
13:49:11 5	this exhibit 34 is the contract that you were referring to.	13:53:27 5	A. Yes.
13:49:14 6	A. Yes, I did.	13:53:28 6	Q. Okay. That's in New York, New York; correct?
13:49:16 7	Q. Okay. And then I was asking, what about the	13:53:29 7	A. Yes.
13:49:19 8	Heritage House, is that also an agreement with GHM USA?	13:53:30 8	Q. Okay. And it also has a GHM email address to
13:49:23 9	A. No, it wasn't.	13:53:33 9	reach GHM; correct?
13:49:25 10	Q. Okay. Who was that with?	13:53:36 10	A. Yes.
13:49:30 11	A. General Hotel Management Ltd.	13:53:37 11	Q. Okay. And that's ghmusa@ghmhotels.com?
13:49:32 12	Q. Okay. The British Virgin Islands company?	13:53:42 12	A. Yes.
13:49:37 13	A. That's correct.	13:53:43 13	Q. Okay. And this is GHM's own website; correct?
13:49:37 14	Q. Okay. Does GHM have a sales office in the	13:53:52 14	A. This is.
13:49:44 15	United States?	13:53:53 15	Q. Okay. And it's indicating that GHM has sales
13:49:47 16	A. GHM does not have a sales office in the United	13:53:57 16	in -- a sales office in the United States, doesn't it? Or
13:49:51 17	States. GHM has a sales representation office. The point	13:54:07 17	two, actually.
13:49:57 18	I'm trying to drive through is we don't have a direct office	13:54:17 18	A. By virtue of what I've seen -- what is placed
13:50:02 19	by GHM per se. We engage a third party vendor to do this	13:54:21 19	in front of me right now, yes, it says "Sales and
13:50:07 20	part of the work.	13:54:24 20	Reservations".
13:50:08 21	Q. You testified earlier that sales -- that with	13:54:25 21	Q. And it's got a ghmhotels email address; right?
13:50:15 22	sales offices, GHM would enter into an agreement directly	13:54:32 22	A. Yes.
13:50:19 23	with the sales office. Is this the same kind of sales	13:54:47 23	Q. Do you know where the ghmhotels.com, the
13:50:22 24	office contract you were referring to before?	13:54:52 24	server that hosts ghmhotels.com is located?
13:50:26 25	A. It is.	13:54:59 25	A. I do not know exactly where the server is

13:55:03 1	located. I know the vendor who provides the service.	14:00:06 1	A. Saujana.
13:55:08 2	Q. Okay. Who's the vendor that provides the	14:00:08 2	Q. I'm just asking. I said, do you know?
13:55:11 3	service?	14:00:10 3	A. Yes.
13:55:11 4	A. It's an IT company called Nodens.	14:00:11 4	Q. Okay. So, let's go through them, actually.
13:55:19 5	Q. Noted?	14:00:14 5	Does GHM still provide management services to the
13:55:20 6	A. Nodens, the way they pronounce it, N-o-d-e-n-s	14:00:22 6	Chiang Mai?
13:55:27 7	IT.	14:00:25 7	A. Do you mean the Chedi Chiang Mai?
13:55:39 8	Q. Nodens, okay.	14:00:31 8	Q. Yes.
13:55:41 9	Do you know who the registrar is of the ghmhotels	14:00:32 9	A. No.
13:55:47 10	website -- pardon me, domain name?	14:00:33 10	Q. Has it -- do you know approximately when it
13:55:50 11	A. The website or the domain name?	14:00:35 11	stopped?
13:55:52 12	Q. The domain name.	14:00:39 12	A. I wouldn't recall the actual date. I would
13:56:06 13	A. I would believe it's been -- I believe the	14:00:43 13	say it's some time towards late 2013.
13:56:08 14	registrar is General Hotel Management Ltd.	14:00:48 14	Q. How about the Setai?
13:56:12 15	Q. Okay. Mark this exhibit 40, please.	14:00:52 15	A. No.
13:56:47 16	(Exhibit 40 marked for identification)	14:00:54 16	Q. Do you know approximately when that
13:57:16 17	I'll represent to you that this is a Whois report	14:00:56 17	relationship ended?
13:57:21 18	on the ownership of the ghmhotels.com website. If you'll	14:01:00 18	A. Some time in 2012.
13:57:30 19	look where it says "Whois & Quick Stats", do you see that?	14:01:08 19	Q. How about -- you said the Saujana and The Club
13:57:36 20	A. Yes.	14:01:11 20	at the Saujana. How about those two?
13:57:38 21	Q. There's something that says "Registrant Org".	14:01:14 21	A. No longer managing.
13:57:42 22	Do you see that?	14:01:16 22	Q. When did that relationship end?
13:57:43 23	A. Yes.	14:01:32 23	A. I can't really remember. I would say late
13:57:46 24	Q. I assume it's actually "Registrant	14:01:44 24	2009.
13:57:49 25	Organization" or something like that. And it lists General	14:01:49 25	Q. Okay. How about the Datai?
13:57:52 1	Hotel Management and it says it's associated with	14:02:01 1	A. No longer.
13:57:54 2	approximately 177 other domain names. Do you see that?	14:02:02 2	Q. Okay. And when did that occur when that
13:57:57 3	A. Yes, I can see that.	14:02:05 3	relationship ended?
13:57:59 4	Q. Okay. And you believe that General Hotel	14:02:20 4	A. I can't remember is it going to be 2010 or
13:58:03 5	Management is the owner of the ghmhotels.com website or	14:02:23 5	2011. It's one of those years.
13:58:12 6	domain name; yes?	14:02:33 6	Q. How about the Andaman?
13:58:13 7	A. I believe so.	14:02:36 7	A. No longer.
13:58:15 8	Q. Okay. You see where it says "IP Location,"	14:02:37 8	Q. Okay. And do you know when that relationship
13:58:19 9	halfway down?	14:02:42 9	ended?
13:58:21 10	A. Yes.	14:02:51 10	A. Some time 2009 or 2010. I cannot remember the
13:58:22 11	Q. And it says, "Utah - Provo."	14:02:53 11	date.
13:58:26 12	Do you have an understanding that the server	14:02:54 12	Q. You said 2009 or 2010?
13:58:32 13	housing the GHM domain name is actually in Utah?	14:02:55 13	A. Yes, 2009 or 2010.
13:58:39 14	A. Like I testified earlier, I have no knowledge	14:02:57 14	Q. How about the Carcosa?
13:58:42 15	where the physical location of the server can be, maybe.	14:03:01 15	A. No longer managing. I can't remember.
13:58:47 16	I only know who the vendor is.	14:03:11 16	Q. Approximately? Does around 2009 sound about
13:58:54 17	Q. Okay. Okay. Very good.	14:03:23 17	right, late 2009?
13:59:38 18	Let's return to this. There have been a number of	14:03:30 18	A. I can't put a time to that. I cannot
13:59:41 19	hotels that are covered by the agreements that have been	14:03:34 19	recollect.
13:59:46 20	marked as exhibits here that are no longer managed by GHM;	14:03:34 20	Q. Okay. How about the Chedi Phuket?
13:59:49 21	isn't that correct?	14:03:56 21	A. No longer managing. I believe that's in 2009
13:59:56 22	A. Yes.	14:03:59 22	as well.
13:59:56 23	Q. Okay. Do you know which ones those are, just	14:03:59 23	Q. Okay. How about the Chedi Milan?
13:59:58 24	generally? I can list them for you, but do you know which	14:04:20 24	A. No longer managing. 2009.
14:00:03 25	ones GHM no longer represents?	14:04:32 25	Q. Okay. How about the Leela?

14:04:37 1	A. We are no longer managing. I cannot remember	14:07:50 1	A. Generally, when a relationship like this ends,
14:04:40 2	the date, or the year in fact.	14:07:55 2	the hotel needs to cease usage of any marketing materials
14:04:43 3	Q. Would it have been within the last couple of	14:08:03 3	that bears the GHM marks.
14:04:49 4	years or longer than that?	14:08:27 4	Q. How about any photographs that are used in any
14:04:52 5	A. Perhaps longer than that.	14:08:30 5	of those marketing materials?
14:04:54 6	Q. Would it have been before 2010?	14:08:44 6	A. May I clarify?
14:04:56 7	A. Yes. 2010, yes.	14:08:45 7	Q. Yes.
14:05:00 8	Q. Would it have been before 2009?	14:08:48 9	A. You are talking about not the collaterals, as
14:05:06 9	A. Yes.	14:08:53 10	in like, for example, the brochures; you are talking about
14:05:08 10	Q. When did you start with GHM?	14:08:56 11	the photographs that is, like, within the brochure?
14:05:10 11	A. 2008.	14:08:59 12	Q. Yes.
14:05:11 12	Q. When in 2008?	14:09:02 13	A. The hotel would be able to continue to use it
14:05:12 13	A. June 2008.	14:09:05 14	because they own the photos.
14:05:14 14	Q. Were you managing the Chedi or the Leela at	14:09:07 15	Q. They own the photos?
14:05:18 15	that time?	14:09:09 16	A. To the best of my knowledge they own the
14:05:34 16	A. I do not have a definite answer because I'm	14:09:10 17	photos.
14:05:37 17	already trying to recollect, I don't want to say the wrong	14:09:45 18	Q. Okay. We'll talk more about that.
14:05:40 18	thing. I would say that I do not recollect this.	14:09:48 19	A couple of other properties. Sorry. What about
14:05:44 19	Q. But did you -- you were managing it -- if GHM	14:09:54 20	the Serai or the Chedi Villas Jimbaran, are they still under
14:05:49 20	were managing it when you were there, did it manage it for	14:09:57 21	GHM management?
14:05:53 21	long?	14:10:00 22	A. Can you repeat the name of the property?
14:05:55 22	A. I didn't understand your question.	14:10:06 23	Q. The Serai, or called the Chedi Villas,
14:05:57 23	Q. Sorry, never mind.	14:10:08 24	Jimbaran?
14:05:59 24	How about the Heritage House?	14:10:11 25	A. We don't have a Chedi Villas Jimbaran.
14:06:09 25	A. That was before I joined GHM.		Q. Okay. Did you ever?
14:06:12 1	Q. So, no longer managing?	14:10:15 1	A. I'm not aware of any Chedi Villas Jimbaran.
14:06:14 2	A. No longer managing, and ended before I joined	14:10:21 2	Q. Any Chedi property at Jimbaran?
14:06:18 3	GHM.	14:10:24 3	A. Yes, we do.
14:06:19 4	Q. Okay. How about the Lalu?	14:10:26 4	Q. Okay. That was the Serai?
14:06:22 5	A. No longer managing. I don't recall the year.	14:10:31 5	A. Not the Serai.
14:06:26 6		14:10:33 6	Q. Okay. What is it?
14:06:27 7	Q. Was it managed by GHM when you joined?	14:10:35 7	A. It's the Chedi Club Jimbaran.
14:06:32 8	A. I don't think so.	14:10:39 8	Q. The Chedi Club Jimbaran. Okay. And is that
14:06:33 9	Q. Okay. So, some time before you left -- before	14:10:44 9	still managed by GHM?
14:06:37 10	you came to GHM, the relationship ended?	14:10:46 10	A. The property is not opened yet.
14:06:40 11	A. That would be a fair statement to say.	14:10:48 11	Q. Okay. When is that going to open?
14:06:41 12	Q. Okay. And what happens once -- when a	14:10:51 12	A. We have not got an indicative opening date
14:06:54 13	relationship ended with GHM for management services, do you	14:10:56 13	yet.
14:06:59 14	know what happened with any of those properties that -- what	14:11:23 14	Q. Okay.
14:07:03 15	happened to their management, who did it?	14:11:37 15	Let's take a brief break. We will be back in five
14:07:07 16	A. I have no idea.	14:11:43 16	minutes, 10 minutes.
14:07:08 17	Q. You have no idea. Okay. I'm just asking.	14:11:45 17	A. Okay.
14:07:11 18	It's okay if you don't know.	14:11:47 18	Q. Off the record, please.
14:07:16 19	A. I don't -- I don't follow them, so I don't	14:11:49 19	VIDEOGRAPHER: This marks the end of tape number 3
14:07:19 20	know.	14:11:51 20	in the deposition of Monica Chng.
14:07:20 21	Q. Okay. Typically, what would happen at the end	14:11:53 21	Going off the record. The time is 2:12 p.m.
14:07:30 22	of a relationship like that with regard to any marketing	14:11:59 22	(2:12 p.m.)
14:07:33 23	collateral, the materials that GHM might have furnished to	14:12:02 23	(Recess taken.)
14:07:40 24	the hotels? Would they be returned to the hotel -- I mean	14:30:48 24	(2:30 p.m.)
14:07:44 25	to GHM, pardon me?	14:30:54 25	VIDEOGRAPHER: Back on the record. Here marks the

<p>14:31:01 1 beginning of tape number 4 in the deposition of Monica Chng.</p> <p>14:31:06 2 The time is 2:31 p.m.</p> <p>14:31:11 3 BY MR. TOKE:</p> <p>14:31:12 4 Q. Okay, Ms. Chng, we're back on the record.</p> <p>14:31:17 5 Let's go back to exhibit 39, which is the "Contact</p> <p>14:31:23 6 us" page from the GHM website. Do you have any experience</p> <p>14:31:44 7 with these US offices, in the sense that I see that there's</p> <p>14:31:47 8 a toll-free number for the San Francisco office, do you see</p> <p>14:31:51 9 that, within the USA?</p> <p>14:31:54 10 A. Yes.</p> <p>14:31:54 11 Q. There's a 415 number, which I can represent is</p> <p>14:31:56 12 the area code for San Francisco. Do you see that?</p> <p>14:32:00 13 A. Yes.</p> <p>14:32:00 14 Q. And for the New York office there's a</p> <p>14:32:02 15 telephone number that's 212, which I can represent is the</p> <p>14:32:07 16 New York area code.</p> <p>14:32:09 17 When a customer -- when someone calls these</p> <p>14:32:13 18 numbers, how do they identify themselves?</p> <p>14:32:16 19 A. I have no experience with this.</p> <p>14:32:18 20 Q. You don't know?</p> <p>14:32:19 21 A. I don't know.</p> <p>14:32:22 22 Q. Okay. How about with any of the other sales</p> <p>14:32:24 23 offices, wherever they might be in the world? With all</p> <p>14:32:28 24 these numbers that are offered, do they answer "GHM" or how</p> <p>14:32:33 25 do they answer?</p>	<p>14:34:21 1 A. Do you mean you want me to list out the names?</p> <p>14:34:24 2 Q. Yes.</p> <p>14:34:32 3 A. One would be our senior vice-president for</p> <p>14:34:34 4 sales and marketing.</p> <p>14:34:37 5 Q. What is that person's name?</p> <p>14:34:39 6 A. That is Mr. Clement Koh.</p> <p>14:34:41 7 Q. That's Mr. Koh who is here in this room?</p> <p>14:34:44 8 A. That's Mr. Koh.</p> <p>14:34:46 9 Q. Okay. Who else?</p> <p>14:34:58 10 A. We would have our PR and communications</p> <p>14:35:04 11 manager.</p> <p>14:35:05 12 Q. And what is that person's name?</p> <p>14:35:07 13 A. That's Ms. Kathryn.</p> <p>14:35:09 14 Q. Kathryn?</p> <p>14:35:11 15 A. Koh.</p> <p>14:35:12 16 Q. Any relation to Mr. Koh?</p> <p>14:35:15 17 A. Not that I know of.</p> <p>14:35:17 18 Q. Anyone else?</p> <p>14:35:34 19 A. Ms. Rachel Loh.</p> <p>14:35:36 20 Q. What is Ms. Rachel Loh's --</p> <p>14:35:40 21 A. Ms. Rachel is personal assistant to Mr. Koh.</p> <p>14:35:43 22 Q. Okay. Anyone else?</p> <p>14:35:53 23 A. This would be the main three persons.</p> <p>14:35:56 24 Q. Who else, if anyone, is in the sales and</p> <p>14:35:59 25 marketing department?</p>
<p>14:32:34 1 A. I have no idea.</p> <p>14:32:35 2 Q. You have no idea. Okay. Who would at GHM?</p> <p>14:32:42 3 A. This would be a question I need to look for</p> <p>14:32:44 4 the answer for you. I wouldn't know at this point in time.</p> <p>14:32:46 5 Q. So you have no idea who at GHM would know how</p> <p>14:32:55 6 these sales offices answer the phone?</p> <p>14:32:58 7 A. I have no idea as to who would have</p> <p>14:33:03 8 information on how these people answer the phone when you</p> <p>14:33:07 9 call each of these respective numbers.</p> <p>14:33:11 10 Q. Who's in charge of these sales offices, like</p> <p>14:33:16 11 connecting, liaising with these sales offices at GHM?</p> <p>14:33:26 12 A. There are two levels of contact, one level of</p> <p>14:33:29 13 which is at the sales and marketing office at the corporate</p> <p>14:33:33 14 office in Singapore, another level would be by the property.</p> <p>14:33:43 15 Q. Okay. And at the corporate office, who would</p> <p>14:33:46 16 be the person at GHM who would have that level of contact?</p> <p>14:33:57 17 A. I would say there wouldn't be one single</p> <p>14:34:00 18 person. It will be the sales and marketing department at</p> <p>14:34:02 19 the corporate office.</p> <p>14:34:04 20 Q. Okay. I didn't ask which one person. I said</p> <p>14:34:07 21 who? That is an open question as to who; it could be one or</p> <p>14:34:11 22 more people.</p> <p>14:34:12 23 So who at GHM are in the sales and marketing</p> <p>14:34:16 24 department that might have contact with these different</p> <p>14:34:19 25 offices?</p>	<p>14:36:01 1 A. There are.</p> <p>14:36:02 2 Q. There are. Okay. Because you said earlier</p> <p>14:36:06 3 that probably people in the sales and marketing department</p> <p>14:36:09 4 would have connection with these offices; correct?</p> <p>14:36:13 5 A. Yes.</p> <p>14:36:14 6 Q. So you named three people. Who else -- how</p> <p>14:36:15 7 many other people are there in the sales and marketing</p> <p>14:36:17 8 department?</p> <p>14:36:19 9 A. Another three or four more.</p> <p>14:36:23 10 Q. Okay. And what are their names and what are</p> <p>14:36:25 11 their responsibilities?</p> <p>14:36:27 12 A. We have a Ms. Cheryl Siu.</p> <p>14:36:34 13 Q. How do you spell that?</p> <p>14:36:37 14 A. Cheryl, C-h-e-r-y-l, family name is Siu,</p> <p>14:36:41 15 S-i-u.</p> <p>14:36:42 16 Q. What does Ms. Siu do?</p> <p>14:36:52 17 A. Cheryl does basically on digital marketing.</p> <p>14:36:55 18 Q. Okay. And she's in touch with these sales</p> <p>14:36:58 19 offices?</p> <p>14:37:11 20 A. Is that a "yes" or "no" answer?</p> <p>14:37:13 21 Q. It sounded like a "yes" or "no" question to</p> <p>14:37:15 22 me.</p> <p>14:37:16 23 A. Yes.</p> <p>14:37:18 24 Q. Okay. And there are two or three more people.</p> <p>14:37:20 25 Who else are they?</p>

		A. One is Ms. Yvonne Lim.		14:37:24 1	about San Francisco and New York in the United States; correct?
		Q. Okay. What is her title?		14:37:30 2	
		A. It's -- she is director of revenue management.		14:37:32 3	A. That's correct.
		Q. Okay. And what does she do?		14:37:37 4	Q. And so then they are meant to drive awareness
		A. Revenue management.		14:37:42 5	and sales of GHM managed properties, and you said just now
		Q. What does that mean?		14:37:44 6	of GHM as well, in the United States in New York and San
		A. That means she manages revenue for the hotel.		14:37:45 7	Francisco and other parts of the United States?
		Q. Okay. Can you explain in greater detail what		14:37:51 8	A. I said to drive the awareness of GHM brand and
		that might mean? Managing revenue doesn't necessarily mean		14:37:54 9	its hotels that it manages in the geographical region that
		anything in and of itself.		14:37:59 10	they are being located.
		A. Well, in a nutshell, she -- she helps and she		14:38:04 11	Q. So how would you define the geographical
		guides the hotel in how to manage their inventory, as to		14:38:10 12	region of the New York sales representative office?
		maximize the yields that is coming from the inventory.		14:38:17 13	A. Well, I don't define the region.
		Q. Okay. And she's in touch with the sales		14:38:20 14	Q. I'm asking you. You just said it's in their
		offices also?		14:38:23 15	geographic market. Earlier you testified to that, did you
		A. I would not know if she has a direct contact.		14:38:38 16	not?
		Q. Okay.		14:38:41 17	A. You're asking me to define. I'm saying that
		A. And there are probably one or two other		14:38:42 18	I don't define the geographic region for -- the example you
		people.		14:38:44 19	made was New York. I'm saying that I don't define the
		Q. Who else are they?		14:38:44 20	geographic region.
		A. One more. Sheladina Joseph, we mentioned her		14:38:49 21	Q. Okay. So you're telling me that they're
		before.		14:38:55 22	trying to drive sales outside of New York?
		Q. Remind me again what her job is?		14:38:56 23	A. I don't understand your question.
		A. She is CRM executive.		14:38:59 24	Q. Well, did you or did you not testify that the
		Q. So this whole sales and marketing department		14:39:02 25	sales representation offices are meant to increase awareness
		that you have now identified six or so people, are in charge		14:39:05 1	of the GHM brand and the hotels they manage in their
		of coordinating with the sales offices throughout the world		14:39:09 2	geographical markets?
		to maximize sales of GHM managed properties; right?		14:39:14 3	A. Yes, I did.
		A. Yes.		14:39:18 4	Q. Okay. And the New York sales office is
		Q. And amongst those offices are two in the		14:39:19 5	located in New York; yes?
		United States, one in San Francisco and one in New York;		14:39:23 6	A. Yes, it is.
		right?		14:39:26 7	Q. Okay. So presumably it is then trying to
		A. Yes.		14:39:26 8	drive the awareness of the GHM brand and the hotels that GHM
		Q. You had said that these sales offices are		14:39:31 9	manages in the area where it's located; yes?
		companies that GHM contracts with to drive sales in those		14:39:37 10	A. Yes.
		particular markets; right?		14:39:41 11	Q. Okay. And I was simply trying to ask what
		A. Yes.		14:39:44 12	that area is. We definitely know New York; correct?
		Q. Okay. So that would mean that these two		14:39:45 13	A. That's what I said, in the geographic region
		offices are -- these two sales offices are responsible for		14:39:49 14	that it's located in.
		trying to drive sales of GHM managed properties in the		14:39:54 15	Q. Would it cover other parts of the United
		United States; right?		14:40:00 16	States as well?
		A. The main activities or the main		14:40:12 17	A. I am not able to answer this question offhand
		responsibilities of this sales -- not sales offices, I said		14:40:14 18	until I get details of the contract.
		in one of my testimony earlier on, these are sales		14:40:19 19	Q. Okay. That's another good area to talk about.
		representation offices -- they are meant to create awareness		14:40:23 20	There are agreements between these sales
		of GHM group-wide as well as the hotels that they manage.		14:40:32 21	representative offices and GHM; correct?
		Q. In the particular geographic markets in which		14:40:38 22	A. Yes.
		they are located; correct?		14:40:41 23	Q. Okay. There are written contracts?
		A. That's correct.		14:40:42 24	A. Yes.
		Q. So in these two instances, you're talking		14:40:43 25	MR. TOKE: Okay. I'm going to say that these are

14:43:41 1	clearly relevant, based on GHM's activities in the United States. We've asked for them. These were asked for,	14:47:59 1	Q. So Ms. Koh works completely and exclusively with Mr. Graf on the creation of the GHM magazine?
14:43:44 2	I believe, in 2014, about a year ago, and these documents have still not been produced, despite meet and confer efforts, and I'm going to once again call for the production	14:48:02 2	A. I'm not comfortable with the word "exclusively" or "solely". I know the liaison is between them.
14:43:50 3	of these documents and reserve the right again to seek to ask to take testimony of GHM again, at GHM's expense, since these are now well over a year late.	14:48:07 3	Q. Who does Ms. Koh report to?
14:43:54 4	MR. SCHWARZ: You've made your statement.	14:48:09 4	A. Ms. Koh reports to our senior vice-president sales and marketing.
14:43:57 5	I understand it. I'm not quite sure what the controversy is about that, but we take it under advisement.	14:48:17 5	Q. And that's Mr. Koh in this room?
14:44:01 6	MR. TOKE: Of course. I'm just putting it on the record, so it's clear that we're making that objection that these were not produced before. Okay.	14:48:21 7	A. That's Mr. Koh.
14:44:06 7	Q. A few other questions. Let's see.	14:48:25 8	Q. Who does Mr. Koh report to?
14:44:11 8	Who in GHM was in charge of the creation of the hotels' corporate branding, like the logo identity, prior to 2008?	14:48:27 9	A. Mr. Koh reports to our president, that's Mr. Hans Jenni.
14:44:16 9	A. Mr. Ohletz.	14:48:30 10	Q. Does Mr. Jenni have any involvement in the magazine?
14:44:17 10	Q. Mr. Ohletz. Okay.	14:48:33 11	A. I don't have a direct answer to that.
14:44:21 11	It wasn't Mr. Jenni?	14:48:35 12	Q. You don't have a direct answer. Does that mean you don't know?
14:44:24 12	A. To the best of my knowledge, Mr. Ohletz.	14:48:37 13	A. I don't know.
14:44:27 13	Q. Who at GHM was in charge of the creation of GHM's corporate website that was first published in 2005?	14:48:40 14	Q. There are 15 people in this company; right?
14:44:30 14	A. I have no definite knowledge on that.	14:48:43 15	A. Yes.
14:44:35 15		14:48:46 16	Q. You're all located in Gilstead; is that right?
14:44:43 16		14:48:49 17	A. Yes, we are.
14:44:45 17		14:48:52 18	Q. How big is the office?
14:44:51 18		14:48:55 19	A. How big, as in?
14:45:00 19			
14:45:01 20			
14:45:04 21			
14:45:06 22			
14:45:09 23			
14:45:11 24			
14:45:29 25			
14:45:31 1	Q. Do you have an idea?	14:49:20 1	Q. How many square meters?
14:45:33 2	A. No.	14:49:33 2	A. I never measured.
14:45:34 3	Q. Who at GHM was or is in charge of the creation of the GHM magazine?	14:49:34 3	Q. Give me an estimate.
14:45:40 4	A. Our GHM magazine, it's created by this -- I'm trying to just recall his name.	14:49:37 4	A. Floor area, 7,000 square feet.
14:46:00 5	James Graf is our editor for the magazine, so he takes care of that.	14:49:39 5	Q. 7,000 square feet? Okay.
14:46:07 6	Q. Is he a GHM employee?	14:49:41 6	A. I think about that.
14:46:32 7	A. No, not a direct employee.	14:49:42 7	Q. That's a lot of space. Okay. And do you have any regular interaction with the other people, the other 14
14:46:37 8	Q. Okay. So I'm actually asking who at GHM is in charge then of working with Mr. -- I'm not sure how you spell his name. How do you spell it?	14:49:45 8	people in the company?
14:46:38 9	A. Graf, G-r-a-f.	14:49:48 9	A. How is regular?
14:46:42 10	Q. Okay. What I'm asking is who at GHM is in charge or was in charge of working with Mr. Graf for the creation and production of the magazine?	14:49:53 10	Q. Every day. Do you talk to other people at the office?
14:46:45 11	A. I will not know before 2008.	14:49:55 11	A. If regular means every day, then no.
14:46:48 12	Q. Okay. How about currently?	14:50:03 14	Q. You don't talk to other people in your office on a daily basis?
14:46:52 13	A. To the best of my knowledge currently, the liaison work would be between Mr. Graf himself, as well as our PR and communications.	14:50:05 15	A. Not on a daily basis.
14:46:57 14	Q. Who is PR and communications?	14:50:08 16	Q. You just sit in your office and talk to no one?
14:47:00 15	A. Ms. Kathryn Koh. I mentioned her name earlier	14:50:11 17	A. Because I'm not in the office on a daily basis.
14:47:03 16	on.	14:50:14 18	Q. Okay. How about the days you're in the office?
14:47:07 17		14:50:15 19	A. Yes, I do talk to my colleagues.
14:47:10 18		14:50:18 20	Q. Okay. And you're telling me that you don't know if Mr. Jenni has any involvement whatsoever in the
14:47:16 19		14:50:19 21	
14:47:42 20		14:50:21 22	
14:47:45 21		14:50:21 23	
14:47:50 22		14:50:24 24	
14:47:52 23		14:50:29 25	
14:47:54 24			
14:47:58 25			

14:50:33 1	creation or production of the magazine?	14:54:52 1	photographs?
14:50:37 2	A. That's what I said.	14:54:54 2	Q. Yes.
14:50:38 3	Q. Okay. How about prior to 2008, you have no	14:55:11 3	A. I would say Ms. Kathryn Koh.
14:50:44 4	idea?	14:55:15 4	Q. Okay. How many properties does GHM currently
14:50:45 5	A. I have no idea.	14:55:28 5	manage?
14:50:47 6	Q. That's again because you weren't at GHM prior	14:55:41 6	A. Six.
14:50:50 7	to 2008?	14:55:42 7	Q. What are they?
14:50:51 8	A. I was not at GHM prior to 2008.	14:55:43 8	A. The Legian, Bali; The Club at the Legian,
14:50:53 9	Q. Yes, that's what I'm saying. Okay.	14:55:48 9	Bali; The Chedi Club, Tanah Gajah; The Chedi Muscat; The Nam
14:51:02 10	Who at GHM was or is in charge of the creation of	14:55:58 10	Hai; the Chedi Andermatt.
14:51:06 11	photography services after 2008 until today -- or 2007,	14:56:03 11	Q. The Chedi?
14:51:13 12	pardon me, until today?	14:56:05 12	A. Andermatt.
14:51:29 13	A. Prior to Mr. Ohletz leaving GHM, he was always	14:56:06 13	Q. Andaman?
14:51:33 14	the one in charge.	14:56:08 14	A. Andermatt.
14:51:35 15	Q. Okay. And after Mr. Ohletz left?	14:56:09 15	Q. How do you spell that?
14:51:38 16	A. After Mr. Ohletz left, I would say it's with	14:56:12 16	A. A-n-d-e-r-m-a-t-t.
14:52:13 17	Ms. Kathryn Koh.	14:56:28 17	Q. You testified earlier that -- I had asked you
14:52:16 18	Q. Who, again, reports directly to Mr. Koh, who's	14:56:31 18	about when GHM's services were terminated by anyone -- that
14:52:19 19	in this room?	14:56:40 19	upon the cessation of that relationship, the hotels had to
14:52:20 20	A. Yes.	14:56:46 20	stop using marketing materials with GHM's marks; right?
14:52:21 21	Q. When any of the currently managed properties	14:56:51 21	A. Yes.
14:52:29 22	are in need of any photography to be done for anything, any	14:56:52 22	Q. So, was there usually any kind of a separation
14:52:33 23	marketing that's going to be done for those properties, who	14:56:56 23	agreement where anything like that -- or was it just
14:52:37 24	determines the subject matter, the style, the angle of the	14:56:59 24	termination and then both parties separated?
14:52:40 25	lighting, etc., for such collateral?	14:57:06 25	A. Usually termination and parties separate.
14:52:46 1	MR. SCHWARZ: You mean at the present time, today?	14:57:10 1	Q. Okay. And so the hotels couldn't use anything
14:52:51 2	MR. TOKE: At the present time. Yes, after 2007.	14:57:15 2	that used GHM marks; right?
14:52:54 3	MR. SCHWARZ: That's not at the present time.	14:57:19 3	A. Yes.
14:52:56 4	MR. TOKE: I'm saying from 2007 to the present	14:57:20 4	Q. And GHM couldn't use anything that had
14:53:00 5	time.	14:57:24 5	intellectual property owned by the hotels; correct?
14:53:01 6	MR. SCHWARZ: That's different. For my benefit,	14:57:41 6	A. I would say no.
14:53:03 7	do you want to read the question back? Because timing is a	14:57:43 7	Q. That is not correct?
14:53:06 8	significant issue in that, so let's just make sure it's	14:57:45 8	A. Yes.
14:53:09 9	clear.	14:57:45 9	Q. How is it not correct?
14:53:10 10	MR. TOKE: Sure.	14:57:47 10	A. Because the agreement says so.
14:53:11 11	MR. SCHWARZ: Do you want to rephrase it or just	14:57:52 11	Q. The agreement says what?
14:53:13 12	read it back.	14:57:56 12	A. The example that you referred me to, if you
14:53:38 13	(Question read back.)	14:57:59 13	were to read it, I do not think it says what you said
14:53:40 14	MR. SCHWARZ: There was no time period.	14:58:06 14	earlier on, in the second part of your question.
14:53:42 15	MR. TOKE: And now I'm putting in the time period	14:58:10 15	Q. Okay. That's what I'm asking you: What do you
14:53:44 16	from 2007 to the present.	14:58:13 16	think it says?
14:53:46 17	MR. SCHWARZ: Okay.	14:58:14 17	A. I think it says that once the hotel is not
14:53:49 18	A. 2007 till the time when Mr. Ohletz was still	14:58:19 18	managed by us, the hotels are not to use collaterals that
14:53:55 19	with GHM, Mr. Ohletz would be the person.	14:58:24 19	has GHM marks on it.
14:54:02 20	BY MR. TOKE:	14:58:27 20	Q. We are agreed, yes. I agree, that's what
14:54:02 21	Q. Okay. And when did Mr. Ohletz leave GHM?	14:58:30 21	I said, that's the first part of what I said.
14:54:17 22	A. I don't have the actual date. I would	14:58:32 22	So, as soon as that separation occurs, the hotels
14:54:20 23	estimate it to be some time in 2010.	14:58:34 23	can no longer use any collateral that has the GHM mark on
14:54:32 24	Q. Okay. And then after Mr. Ohletz left?	14:58:39 24	it; correct?
14:54:51 25	A. This is in relation to the taking of the	14:58:40 25	A. Yes.

14:58:41 1	Q. Okay. And I said, and then the other side is,	15:07:33 1	MR. SCHWARZ: That means that the attorneys gave
14:58:44 2	because there's a separation, GHM can't use any materials	15:07:35 2	it to him.
14:58:48 3	that are owned by the hotels; correct?	15:07:37 3	BY MR. TOKE:
14:58:54 4	A. That is the part that I say I'm not sure.	15:07:37 4	Q. That means that Mr. Schwarz gave this to my
14:59:00 5	I don't know whether this is correct or not correct.	15:07:41 5	office. Okay?
14:59:00 6	Q. Okay. You don't know?	15:07:43 6	So -- claiming it to be documents that GHM has
14:59:01 7	A. I don't know.	15:07:46 7	that are responsive to requests for documents that we have
14:59:02 8	Q. Okay. Where would that be determined? Would	15:07:51 8	served on GHM.
14:59:08 9	it be -- it would be in the contract; right?	15:07:53 9	MR. SCHWARZ: No, that's not correct.
14:59:24 10	A. If I may take a look at the same example that	15:07:55 10	MR. TOKE: Okay.
14:59:26 11	we were referring to?	15:07:56 11	MR. SCHWARZ: It was under -- we were able to get
14:59:30 12	Q. Of course, please.	15:07:58 12	this but this did not come from GHM. I'm telling you, as
15:01:04 13	Okay. You've read the document. Has that	15:08:02 13	the lawyer, that it did not come from GHM's office. It came
15:01:07 14	refreshed your recollection or clarified anything for you?	15:08:06 14	directly from, I guess it's QBE, through the Setai. So I'm
15:01:11 15	A. No, I think it clarifies the fact that what we	15:08:14 15	not sure if this document was ever in the possession of GHM
15:01:15 16	mentioned in the first part of your question is correct and	15:08:19 16	here. Obviously there are named insured.
15:01:18 17	it is what it says.	15:08:24 17	So I don't know if this document was in fact in
15:01:20 18	Q. And what about the second part of the	15:08:27 18	the office of GHM. But we were able to get it because it's
15:01:22 19	question? The first part was the hotels can no longer use	15:08:33 19	something that we were entitled to get.
15:01:27 20	any materials that include the GHM marks. We agreed on	15:08:36 20	MR. TOKE: Okay.
15:01:29 21	that; okay?	15:08:44 21	Q. But you said you've seen a copy of an
15:01:31 22	A. Yes.	15:08:47 22	insurance policy to the Setai before; correct?
15:01:32 23	Q. What about the second part, that GHM cannot	15:08:49 23	A. Yes.
15:01:34 24	use anything that is owned by the hotels; correct?	15:08:50 24	Q. Approximately when?
15:01:52 25	A. Yes.	15:09:09 25	A. Maybe like a year ago.
15:01:53 1	Q. Okay.	15:09:10 1	Q. A year ago? Okay.
15:03:20 2	I would like to mark the next document as the next	15:09:38 2	Let's go to page 00807. It says "Common Policy
15:03:27 3	exhibit in order, which is 41.	15:09:48 3	Declarations". Do you see in the first box at the bottom
15:03:56 4	(Exhibit 41 marked for identification)	15:09:53 4	where it says "Policy Period"?
15:04:00 5	While I'm getting the copy for your counsel, you	15:09:56 5	A. Yes.
15:04:04 6	can start looking at the document, please.	15:09:57 6	Q. "From 9/24/2010 to 9/24/2011". Is this -- was
15:05:15 7	Ms. Chng, what I've marked as exhibit 41 is a	15:10:08 7	the policy that you looked at for the same period of time?
15:05:24 8	document that's Bates numbered GHM 00804 all the way to GHM	15:10:11 8	A. I cannot confirm.
15:05:32 9	00954. Have you seen this document before?	15:10:13 9	Q. You can't confirm that. Okay.
15:06:41 10	A. I've seen a similar one. I'm not sure if this	15:10:14 10	What made you look at a Setai insurance policy a
15:06:44 11	is the one.	15:10:18 11	year ago?
15:06:46 12	Q. Okay. What have you seen? You said a similar	15:10:48 12	A. I can't recall exactly why I would take a look
15:06:49 13	one.	15:10:51 13	at the insurance policy, but I've seen this document before.
15:06:50 14	A. As in the format and the way it looked. If	15:10:56 14	Q. Do you regularly look at insurance policies of
15:06:55 15	your questions extend to the word and the content, I need to	15:11:00 15	the hotels under GHM management?
15:07:00 16	look at it.	15:11:05 16	A. Yes.
15:07:01 17	Q. I understand. But we can agree that this is	15:11:06 17	Q. You do? Okay.
15:07:06 18	an insurance policy issued to the Setai in Miami; correct?	15:11:09 18	And is it a requirement from all of the GHM
15:07:11 19	A. Yes.	15:11:12 19	managed hotels to have an insurance policy in place?
15:07:12 20	Q. Okay. And so you've seen an insurance policy	15:11:18 20	A. Yes.
15:07:17 21	issued to the Setai Miami before?	15:11:19 21	Q. And do -- are the hotel properties required to
15:07:21 22	A. Yes.	15:11:23 22	name GHM as a named insured to those properties -- pardon
15:07:22 23	Q. I can represent that this is a document that	15:11:34 23	me, to those policies?
15:07:24 24	was produced by GHM in this litigation to us last week.	15:11:54 24	A. I do not know exactly. Most of these
15:07:32 25	So --	15:11:56 25	insurance policies are prior to me joining, so they were

15:12:00 1	already there.	15:15:49 1	Q. Where would that be reflected?
15:12:01 2	Q. Okay. But you're familiar with all the agreements; right?	15:15:52 2	A. I believe the GHM (South Beach) would be the entity that is with the Setai, and GHM USA LLC owns GHM (South Beach).
15:12:03 3		15:15:56 3	
15:12:04 4	A. Yes.	15:16:05 4	
15:12:05 5	Q. We talked about that. Okay.	15:16:07 5	Q. Okay. So the contract between -- with the
15:12:08 6	Do those agreements require the properties to have	15:16:11 6	Setai for GHM's management services is actually between GHM
15:12:11 7	insurance in place that also names GHM as an additional insured?	15:16:16 7	(South Beach), LLC and whoever the Setai owners are? Is
15:12:15 8		15:16:23 8	that what you're saying?
15:12:16 9	A. Yes.	15:16:25 9	A. I believe so.
15:12:17 10	Q. Okay. That's what I was asking.	15:16:26 10	Q. Okay. And then GHM (South Beach) is a
15:12:19 11	And this policy does that too; correct? For	15:16:29 11	wholly-owned subsidiary of GHM USA LLC?
15:12:23 12	example, if you look at GHM 00809, it's a document called	15:16:35 12	A. Yes.
15:12:34 13	"Named Insured Extension Schedule". Do you see that?	15:16:40 13	Q. And, of course, General Hotel Management Ltd.
15:12:39 14	A. Yes.	15:16:45 14	is the main GHM entity; correct?
15:12:40 15	Q. It names GHM (South Beach), LLC. Also, a	15:16:51 15	A. Yes.
15:12:45 16	little bit further down it puts down GHM Management and	15:16:54 16	Q. And do you understand that GHM is being
15:12:50 17	General Hotel Management Ltd. Are all those GHM related	15:16:58 17	defended in this lawsuit pursuant to this insurance policy?
15:12:55 18	properties -- I mean companies?	15:17:13 18	MR. SCHWARZ: Objection to the form, but you can
15:13:04 19	A. Yes. GHM Management may not be the full name	15:17:22 19	answer. It's okay, you can answer it.
15:13:07 20	of the legal entity.	15:17:24 20	A. Yes.
15:13:09 21	Q. It might not actually be a legal entity. Is	15:17:25 21	BY MR. TOKE:
15:13:13 22	that what you're saying?	15:17:26 22	Q. How did you form that understanding?
15:13:34 23	It's a "yes" or "no" question.	15:18:10 23	A. Just bear with me for a minute. I'm just
15:13:43 24	A. No.	15:18:13 24	trying to think where did I find that understanding.
15:13:45 25	Q. Okay. So it is the name of a legal entity?	15:18:52 25	I was told by our attorney.
15:14:07 1	What I'm asking: Is there a company called GHM	15:18:54 1	Q. Okay. I don't necessarily need to know any
15:14:12 2	Management? Does that exist, that you're aware of?	15:18:57 2	more about that. But okay.
15:14:22 3	A. No.	15:19:01 3	I'm not asking for any attorney/client privileged
15:14:23 4	Q. Okay. How about GHM (South Beach), LLC?	15:19:05 4	material.
15:14:27 5	A. Yes.	15:19:12 5	You said all of the other GHM managed properties
15:14:28 6	Q. Okay. So that's another subsidiary that you	15:19:15 6	are required under their contracts with GHM to have
15:14:30 7	didn't name before; correct?	15:19:18 7	insurance policies that name GHM as additional insureds or
15:14:34 8	MR. SCHWARZ: Objection. Objection. I don't	15:19:24 8	an additional insured; correct?
15:14:36 9	think that's correct.	15:19:26 9	A. Yes.
15:14:38 10	MR. TOKE: I don't think she named it. But that's	15:19:26 10	Q. Are there any other insurance policies that
15:14:41 11	okay, I'm not --	15:19:31 11	exist for any of the properties that are subject to these
15:14:43 12	MR. SCHWARZ: I think she did. I think that's one	15:19:33 12	agreements that would apply to the claims against GHM in
15:14:45 13	of the contracts. But whatever.	15:19:41 13	this case?
15:14:48 14	BY MR. TOKE:	15:20:10 14	A. I do not know of any.
15:14:49 15	Q. Because I think you testified earlier that it	15:20:12 15	Q. Okay. So does that mean that there are no
15:14:52 16	was GHM USA LLC that had the contract with the Setai; right?	15:20:15 16	other insurance policies that have been issued to any of
15:15:06 17	A. I believe so.	15:20:19 17	these other hotels, besides the Setai, that name GHM as an
15:15:07 18	Q. Okay. But you're now telling me that GHM	15:20:24 18	additional insured?
15:15:10 19	(South Beach), LLC -- and South Beach is in parentheses --	15:20:59 19	A. Would you mind reading out the question again?
15:15:15 20	is an existing company?	15:21:15 20	(Question read back.)
15:15:18 21	A. It is.	15:21:33 21	A. Sorry, the question before.
15:15:18 22	Q. Okay. And do you believe that GHM (South	15:21:36 22	(Question read back.)
15:15:21 23	Beach), LLC has some connection to the Setai?	15:21:52 23	A. Like I said, I do not know of any.
15:15:44 24	A. There would have been a connection between GHM	15:21:56 24	Q. And then my second question, which you didn't
15:15:46 25	(South Beach) and the Setai.	15:21:58 25	answer -- you can read the question again one more time,

15:22:01 1	please.	15:25:15 1	misinterpreted what she said with respect to the first and second question.	
15:22:19 2	(Question read back.)	15:25:16 2	Just to try to clear it up, I think the answer is very clear that there were no other insurance policies that would have pertained to the claims in this particular case.	
15:22:22 3	A. I need to clarify. In the first question, you said in particular to this case, and in the second question you did not say in particular to this case. So I want to know whether it's particular to this case or in general.	15:25:27 5	That's what she was referring to. Am I correct?	
15:22:26 4		15:25:32 6	A. Yes, because I -- I heard the words "in this case", unless I kind of like misunderstood. That's why I requested for you to read.	
15:22:30 5		15:25:37 7	MR. TOKE: I think that was my second question.	
15:22:35 6		15:25:43 8	MR. SCHWARZ: No, it wasn't actually. The second question was the broader one.	
15:22:40 7	Q. Well, the first question was: Are you aware -- that's right, that's correct.	15:25:48 9	MR. TOKE: No, the second question --	
15:22:44 8		15:25:53 10	MR. SCHWARZ: Okay, then let's not confuse each other. If you want to start all over again, rather than have a fight.	
15:22:46 9	The first question was, we know that this policy that we're talking about was issued to the Setai and it names GHM as an additional insured; right?	15:26:03 17	BY MR. TOKE:	
15:22:50 10		15:26:04 18	Q. Okay. So the first question is broad. It doesn't have anything to do with this case, it's just about insurance.	
15:22:54 11		15:26:12 22	So, besides this policy here, is there any other insurance policy issued to any of these other hotel properties that names GHM as an additional insured?	
15:22:57 12	A. Yes.	15:26:16 23	A. I have no definite answer.	
15:22:58 13	Q. And I asked: Are there any other insurance policies issued to any of the other hotels besides the Setai that name GHM as an additional insured, regardless, not to do anything with this case? We know this one exists. Are there any insurance policies for any of the other hotels that name GHM as an additional insured? And you said, "No."	15:26:19 24		
15:23:02 14		15:26:22 25		
15:23:07 15	A. I'd like to clarify that. I said "No" to any other insurance policies that I know of that is relevant to this case. If I understood the first question I think the key word is "relevant to this case", in the first question.	15:26:25 1	Q. Okay. And that's fine. Okay.	
15:23:13 16		15:26:28 2	Next question, which is narrower, which is: As to the claims made against GHM in this case, then are you telling me that you are aware of no policy issued to any of these hotels, besides the Setai, that would cover any of the claims made against GHM in this case?	
15:23:16 17		15:26:32 3	A. That's correct.	
15:23:20 18		15:26:40 4	Q. Okay. So you're aware of no other policy.	
15:23:28 19	A. I'd like to clarify that. I said "No" to any other insurance policies that I know of that is relevant to this case. If I understood the first question I think the key word is "relevant to this case", in the first question.	15:26:45 5	Fine. That's all I was asking.	
15:23:32 20		15:26:51 6	Let's stop for a moment and start again.	
15:23:37 21	Q. That wasn't my question, no. My question was broader than that.	15:26:57 7	Can we take a five-minute break.	
15:23:43 22		15:27:00 9	VIDEOPHOTOGRAPHER: This marks the end of tape number 4 in the deposition of Monica Chng. The time is 3:27 p.m.	
15:23:47 23		15:27:07 10	(3:27 p.m.)	
15:23:50 24	Q. That wasn't my question, no. My question was broader than that.	15:27:12 11	(Recess taken.)	
15:23:51 25	My question was: Are there any other policies,	15:27:19 12	15:27:27 16	VIDEOPHOTOGRAPHER: Back on the record. Here begins tape number 5 in the deposition of Monica Chng. The time is 3:48 p.m.
15:23:54 1	period, that have been issued to any of these other hotels, besides the Setai, that name GHM as an additional insured?	15:27:29 15	BY MR. TOKE:	
15:24:01 2		15:47:59 17	Q. Ms. Chng, we're back on the record. Earlier on in your testimony today you talked about the people that are still at GHM that were at GHM at the time that Wave was providing marketing collateral for various GHM managed properties between 2000 and 2007.	
15:24:06 3	Period.	15:48:02 18		
15:24:07 4	A. Is this your first question or your second question?	15:48:07 19		
15:24:09 5		15:48:14 20		
15:24:12 6	Q. I can reread this again. But I will rephrase it, I will ask it one more time. I do not think there's anything unclear about this question.	15:48:15 21		
15:24:16 7		15:48:28 22		
15:24:20 8		15:48:31 23		
15:24:22 9	Besides this policy here issued to the Setai, is there any insurance policy issued to any of the other hotels covered by these agreements that names GHM as an additional insured?	15:48:40 24		
15:24:26 10		15:48:44 25		
15:24:30 11				
15:24:36 12				
15:24:37 13	A. I do not have a definite answer.			
15:24:39 14	Q. Okay. So when you said earlier that "No," that was an incorrect answer?			
15:24:44 15				
15:24:46 16	A. Because in your first question you said "in relevant to this case".			
15:24:50 17				
15:24:51 18	Q. I didn't.			
15:24:52 19	A. And in your rephrased question, you said "in broad sense". Unless I misunderstood the question. That's why I requested a rereading of the question. And if you would, please, repeat that question again.			
15:24:55 20				
15:24:58 21				
15:25:02 22				
15:25:05 23	MR. SCHWARZ: I'm just going to object, because you made a mistake when you said that she -- what she said.			
15:25:07 24				
15:25:12 25	Her answers were exactly correct. I think you			

15:48:46 1	Do you remember that testimony?	15:52:46 1	document?
15:48:49 2	A. Yes. I would like just to add a little.	15:52:51 2	A. I can't remember. Some time ago.
15:48:52 3	I said they were there before 2007 but I'm not sure if it's	15:52:56 3	Q. Before this litigation began? The last couple
15:48:58 4	2000 to 2007.	15:53:01 4	of years?
15:48:59 5	Q. Understood. I'm not saying that they were	15:53:04 5	A. Yes, that would be.
15:49:01 6	there that entire period, but at some point between 2000 and	15:53:06 6	Q. Okay. Can you characterize, do you have a
15:49:07 7	2007 they were there?	15:53:12 7	recollection of what this litigation was about?
15:49:08 8	A. Yes.	15:53:21 8	A. This was about Wave Studio Pte Ltd asking for
15:49:09 9	Q. Okay. I'm just asking if you remember that	15:53:28 9	payment.
15:49:11 10	testimony.	15:53:30 10	Q. Payment of what?
15:49:12 11	You testified that, for example, Ms. Shedadina	15:53:34 11	A. Payment of what they believe that GHM
15:49:17 12	Joseph, the CRM executive, probably didn't have much	15:53:38 12	Singapore owes to them.
15:49:21 13	interaction with Wave, if any; correct?	15:53:41 13	Q. Okay. And for what did they -- for what
15:49:26 14	A. Yes.	15:53:48 14	service or goods did Wave Studio Pte Ltd claim GHM Singapore
15:49:31 15	Q. You also testified that you thought Mr. Jenni,	15:53:53 15	Pte Ltd owed them?
15:49:35 16	the president of GHM, also probably didn't have very much	15:53:57 16	A. This is like four and a half years ago. I do
15:49:39 17	contact with Wave; is that correct?	15:54:00 17	not recollect details like that. In broad sense, they came
15:49:42 18	A. That's correct.	15:54:06 18	to us claiming monies that they think we owe to them.
15:49:42 19	Q. How about Pamela Tan?	15:54:11 19	Q. And did GHM believe that it owed that money to
15:49:48 20	A. It would be minimal.	15:54:14 20	the Wave?
15:49:49 21	Q. Alvin Fong?	15:54:17 21	A. Again, going to details of how this was being
15:49:52 22	A. Minimal.	15:54:21 22	settled or why it's arise and how it was settled, I have no
15:49:53 23	Q. Probably really minimal because he was the	15:54:25 23	full recollection of the details.
15:49:57 24	assistant to Pamela Tan. If Pamela Tan didn't have much	15:54:28 24	Q. Right. My question was much more narrow.
15:50:03 25	contact with Wave, Mr. Fong, her assistant, probably had	15:54:31 25	Could you repeat that question, please?
15:50:07 1	even less; is that right?	15:54:41 1	(Question read back.)
15:50:08 2	A. Reasonable to say that.	15:54:43 2	A. Like I said, I don't recollect details to
15:50:10 3	Q. Reasonable. Right. How about Kendall Oei?	15:54:45 3	that.
15:50:14 4	A. I can't make an answer to that because he --	15:54:46 4	Q. So you don't recall whether GHM agreed or
15:50:17 5	I mean, he didn't overlap in time.	15:54:50 5	disagreed with the Wave as to whether it owed the money?
15:50:25 6	Q. Okay. Okay. How about Mr. Ohlertz?	15:54:53 6	A. The question was whether we believed we owed
15:50:36 7	A. He's the primary person that works with Wave.	15:54:55 7	the money. It wasn't whether we agreed we owed the money.
15:50:39 8	Q. Okay. So with Kendall, Mr. Oei, you just	15:55:00 8	Q. Right.
15:50:44 9	don't know?	15:55:01 9	A. To agree or not agree, I believe the
15:50:44 10	A. I don't know.	15:55:04 10	settlement agreement reached was signed dated on 6 April,
15:50:46 11	(Exhibit 42 marked for identification)	15:55:09 11	says it all.
15:50:49 12	Q. Okay. I would like to mark next in order --	15:55:14 12	Q. Okay. Well let's use the word "agree".
15:51:13 13	Ms. Chng, what's been marked as exhibit 42 is a document	15:55:17 13	Did GHM agree that it owed the money that Wave
15:52:09 14	entitled "Settlement Agreement" between The Wave Studio	15:55:21 14	claimed to Wave?
15:52:15 15	Pte Ltd and General Hotel Management (Singapore) Pte Ltd.	15:55:33 15	A. If my recollection is correct, I don't think
15:52:19 16	Do you see this document?	15:55:36 16	we agree. That's why a defense was filed. Mediation was
15:52:21 17	A. Yes.	15:55:43 17	carried out. A settlement agreement arose from that.
15:52:21 18	Q. Are you familiar with this document?	15:55:52 18	Q. Okay. That's fine. And this is that
15:52:23 19	A. Yes.	15:55:55 19	settlement agreement?
15:52:24 20	Q. How are you familiar with this document?	15:55:56 20	A. This is it. Probably looks like it.
15:52:33 21	A. I was with GHM at this time.	15:56:05 21	Q. Well, let's see.
15:52:37 22	Q. Okay. Were you involved in the negotiation of	15:56:12 22	If you look at the last page, which is Bates
15:52:39 23	this document on behalf of GHM?	15:56:14 23	labeled GHM 01177, there is a signature on behalf of GHM.
15:52:41 24	A. Yes.	15:56:20 24	Do you recognize this signature?
15:52:44 25	Q. When was the last time you reviewed this	15:56:22 25	A. Yes, of course.

<p>15:56:23 1 Q. Whose is it?</p> <p>15:56:24 2 A. That's me.</p> <p>15:56:25 3 Q. That's you. Okay. So, you did sign this</p> <p>15:56:27 4 agreement?</p> <p>15:56:28 5 A. I did.</p> <p>15:56:29 6 Q. Okay. Now, let's look at the agreement.</p> <p>15:56:49 7 Let's look at the page labeled page 1, which is Bates</p> <p>15:56:53 8 labeled GHM 01172. It says:</p> <p>15:56:59 9 "THIS SETTLEMENT AGREEMENT is made on the 6th day</p> <p>15:57:01 10 of April 2011.</p> <p>15:57:02 11 BETWEEN:</p> <p>15:57:03 12 (1) The Wave Studio Pte Ltd ...</p> <p>15:57:04 13 AND</p> <p>15:57:05 14 GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD..."</p> <p>15:57:11 15 Let's take a look at the whereas clauses. It</p> <p>15:57:15 16 says:</p> <p>15:57:17 17 "(A) Wave and GHM have had a business</p> <p>15:57:19 18 relationship in which disputes have arisen."</p> <p>15:57:22 19 Agreed?</p> <p>15:57:23 20 A. Yes.</p> <p>15:57:24 21 Q. Okay:</p> <p>15:57:26 22 "(B) On or about 9 June 2010, Wave commenced the</p> <p>15:57:30 23 legal proceedings in MC Suit No. 14699 of 2010/V [which is</p> <p>15:57:38 24 defined as MC Suit No. 14699] in relation to certain</p> <p>15:57:43 25 invoices issued by Wave to GHM for the sums of S\$35,850.00</p>	<p>15:59:19 1 A. "MC Suit No. 14699 means the proceedings</p> <p>15:59:22 2 commenced in the Subordinate Courts, Singapore by way of MC</p> <p>15:59:26 3 Suit No. 14699 of 2010/V relating to Wave's invoice nos.</p> <p>15:59:34 4 90524, 90694, 90746, 90750, 90751, 90747, 90711, 90714,</p> <p>15:59:50 5 90722, 90530, 90666 and 90709 ..."</p> <p>16:00:03 6 Q. Okay. So we can agree that MC Suit 14699,</p> <p>16:00:07 7 which led to this settlement agreement, covered these</p> <p>16:00:10 8 invoices that Wave was seeking payment for; correct?</p> <p>16:00:14 9 A. Yes.</p> <p>16:00:14 10 Q. Okay. Let's look at "Dispute". Please read</p> <p>16:00:18 11 the definition of "Dispute", which is right under the</p> <p>16:00:21 12 definition of MC Suit No. 14699?</p> <p>16:00:24 13 A. "Dispute means the disputes set out in MC Suit</p> <p>16:00:26 14 No. 14699 relating to and/or arising from the non-payment of</p> <p>16:00:34 15 invoices issued by Wave in the course of the business</p> <p>16:00:42 16 relationship between GHM and Wave which remain outstanding</p> <p>16:00:45 17 as at 9 June 2010."</p> <p>16:00:48 18 Q. Okay. So can we agree the dispute then means</p> <p>16:00:53 19 the dispute between GHM and Wave for nonpayment of invoices</p> <p>16:00:57 20 that are listed in the definition of MC Suit No. 14699?</p> <p>16:01:11 21 A. I'm reading off the agreement. So that's what</p> <p>16:01:14 22 it says there.</p> <p>16:01:15 23 Q. That's what it says; correct?</p> <p>16:01:16 24 A. Mm-hm.</p> <p>16:01:17 25 Q. So, it says the dispute is limited to the</p>
<p>15:57:49 1 and US\$12,618.01, interest on the said sums and interest on</p> <p>15:58:01 2 the sum of S\$4,230.00 which GHM had made payment for on</p> <p>15:58:07 3 21 July 2009 except the interest accrued on such sum since</p> <p>15:58:13 4 its accrual."</p> <p>15:58:15 5 Accurate that I read that correctly; yes?</p> <p>15:58:16 6 A. You have read that correctly.</p> <p>15:58:18 7 Q. "GHM has filed a defense to MC Suit No.</p> <p>15:58:21 8 14699."</p> <p>15:58:22 9 Correct?</p> <p>15:58:25 10 A. A defense to the MC Suit No. 14699.</p> <p>15:58:29 11 Q. Yes, a defense to MC Suit No. 14699.</p> <p>15:58:34 12 Finally, the whereas clause (D):</p> <p>15:58:36 13 "Parties are desirous of settling MC Suit No.</p> <p>15:58:40 14 14699 and the Dispute in accordance with and subject to the</p> <p>15:58:44 15 terms and conditions set out in this Settlement Agreement,</p> <p>15:58:45 16 and without admission of liability."</p> <p>15:58:48 17 Correct?</p> <p>15:58:50 18 A. Yes, correct.</p> <p>15:58:52 19 Q. Okay. Let's take a look at -- can you read on</p> <p>15:58:58 20 page 2, Bates labeled GHM 01173, what is the definition of</p> <p>15:59:05 21 MC Suit No. 14699?</p> <p>15:59:11 22 MR. SCHWARZ: I'm sorry, where is it?</p> <p>15:59:14 23 MR. TOKE: At the top of the page.</p> <p>15:59:16 24 MR. SCHWARZ: Okay.</p> <p>15:59:17 25 MR. TOKE: You can read that, please.</p>	<p>16:01:19 1 invoices that are listed in the definition of MC Suit</p> <p>16:01:25 2 No. 14699; correct?</p> <p>16:01:30 3 A. I'm not sure if it's limited to, but it says</p> <p>16:01:33 4 what it says there.</p> <p>16:01:34 5 Q. Okay. What is your understanding of what</p> <p>16:01:35 6 "Dispute" means, then?</p> <p>16:01:37 7 A. Exactly what I've read out.</p> <p>16:01:41 8 Q. Okay. I'm asking you to interpret it for me</p> <p>16:01:44 9 so that you can tell me, because you're telling -- the way</p> <p>16:01:48 10 I read this, it tells me that the dispute that is the</p> <p>16:01:51 11 subject of this settlement agreement is the dispute between</p> <p>16:01:56 12 GHM and Wave as to what's set forth in MC Suit No. 14699,</p> <p>16:02:06 13 which is limited to the invoices listed in the definition to</p> <p>16:02:11 14 MC Suit No. 14699. That's the way I read this. Do you read</p> <p>16:02:15 15 it the same way?</p> <p>16:02:18 16 A. I read it the same way, with the exception</p> <p>16:02:21 17 I don't read the word "limited" anywhere.</p> <p>16:02:24 18 Q. I didn't say that. I'm just saying that</p> <p>16:02:26 19 I understand these two definitions together to mean that</p> <p>16:02:33 20 "Dispute" is limited to the dispute between GHM and Wave set</p> <p>16:02:40 21 forth in MC Suit No. 14699, which covers only the invoices</p> <p>16:02:48 22 listed in the definition of MC Suit No. 14699.</p> <p>16:02:54 23 MR. SCHWARZ: Objection. There's no question.</p> <p>16:02:55 24 You haven't stated a question.</p> <p>16:02:59 25 MR. TOKE: Read it back, please.</p>

<p>16:03:27 1 (Question read back.)</p> <p>16:03:30 2 BY MR. TOKE:</p> <p>16:03:30 3 Q. With my reading of this, do you understand</p> <p>16:03:33 4 these two definitions to mean how I read them?</p> <p>16:03:40 5 MR. SCHWARZ: Objection to the form of the</p> <p>16:03:41 6 question. You can answer it if you want.</p> <p>16:03:47 7 A. The way I understood these two paragraphs,</p> <p>16:03:50 8 these definitions of both "MC Suit No. 14699" and "Dispute"</p> <p>16:03:55 9 is exactly what I read out. MC Suit 14699 is related to</p> <p>16:04:05 10 invoices numbers whatever is listed there.</p> <p>16:04:08 11 BY MR. TOKE:</p> <p>16:04:08 12 Q. And the dispute?</p> <p>16:04:09 13 A. "Dispute" means the dispute set out in the</p> <p>16:04:12 14 aforesaid paragraph in relation to nonpayment of the</p> <p>16:04:15 15 invoices that were issued by Wave and still outstanding as</p> <p>16:04:19 16 at 9 June 2010.</p> <p>16:04:21 17 Q. Right. And those invoices are the ones listed</p> <p>16:04:24 18 in MC Suit No. 14699; correct?</p> <p>16:04:29 19 A. Correct.</p> <p>16:04:42 20 Q. Let's go to -- let's read.</p> <p>16:04:58 21 You just said that's correct, which is reinforced</p> <p>16:05:00 22 by section 2.2, if you'll take a look at that, on GHM 01174.</p> <p>16:05:09 23 MR. SCHWARZ: I'm going to object. You're just</p> <p>16:05:12 24 categorizing things. You're not asking questions.</p> <p>16:05:16 25 MR. TOKE: I was about to.</p>	<p>16:06:49 1 Well, actually, I'll rephrase that.</p> <p>16:06:51 2 What is your understanding of what section 2.2</p> <p>16:06:53 3 says?</p> <p>16:06:59 4 A. My understanding of 2.2 says that this</p> <p>16:07:06 5 settlement is full and final settlement. That's what 2.2</p> <p>16:07:12 6 tells me.</p> <p>16:07:13 7 Q. Between GHM and Wave, in full and final</p> <p>16:07:20 8 settlement of MC Suit No. 14699; correct?</p> <p>16:07:24 9 A. Yes.</p> <p>16:07:25 10 Q. And, as we've looked at, the definition of MC</p> <p>16:07:29 11 Suit 14699 is the proceedings commenced for -- relating to</p> <p>16:07:35 12 Wave's invoices set forth here?</p> <p>16:07:38 13 A. Yes.</p> <p>16:07:40 14 Q. Okay. So 2.2 confirms that this settlement</p> <p>16:07:46 15 embodied by this agreement is to cover those invoices listed</p> <p>16:07:52 16 in the definition of Suit 14699; correct?</p> <p>16:08:05 17 A. I would rephrase it.</p> <p>16:08:06 18 Q. Okay.</p> <p>16:08:07 19 A. That 2.2 is full and final settlement of the</p> <p>16:08:11 20 invoices listed in MC Suit No. 14699.</p> <p>16:08:15 21 Q. Okay. And that's all that's covered by this</p> <p>16:08:18 22 settlement agreement. Correct?</p> <p>16:08:26 23 MR. SCHWARZ: Objection, calls for a legal</p> <p>16:08:28 24 conclusion. But you can answer.</p> <p>25</p>
<p>16:05:18 1 MR. SCHWARZ: But you shouldn't then -- objection</p> <p>16:05:21 2 to the form of the question. You're making an introductory</p> <p>16:05:25 3 assessment that's not part of the question. It's unfair.</p> <p>16:05:29 4 MR. TOKE: Fair enough. Let's take a look at</p> <p>16:05:30 5 section 2.2:</p> <p>16:05:32 6 "Both Wave and GHM confirm and agree that this is</p> <p>16:05:33 7 a full and final settlement of MC Suit No. 14699 each</p> <p>16:05:34 8 between them and that there are no other outstanding</p> <p>16:05:37 9 invoices due and owing by GHM to Wave as of 9 June 2010."</p> <p>16:05:43 10 Do you see that paragraph?</p> <p>16:05:44 11 A. Yes.</p> <p>16:05:45 12 Q. And I read that accurately; correct?</p> <p>16:05:46 13 A. Yes.</p> <p>16:05:47 14 Q. So, again, when you look at the definition of</p> <p>16:05:49 15 "Dispute", it says that the dispute is the dispute set out</p> <p>16:05:54 16 between the two parties in MC Suit No. 14699 relating to</p> <p>16:06:00 17 invoices that remain outstanding as of June 9, 2010.</p> <p>16:06:06 18 So, all I'm saying is that reinforces what you had</p> <p>16:06:10 19 already said is correct, that the dispute is limited to</p> <p>16:06:13 20 those invoices set forth in MC Suit No. 14699 and which are</p> <p>16:06:20 21 set forth specifically in the definition of MC Suit No.</p> <p>16:06:26 22 14699; correct?</p> <p>16:06:28 23 A. I don't get your question.</p> <p>16:06:29 24 Q. That's okay. Never mind. It's okay.</p> <p>16:06:32 25 I can -- I'll rephrase it. But we'll get there.</p>	<p>16:08:31 1 BY MR. TOKE:</p> <p>16:08:32 2 Q. That's your understanding of what section 2.2</p> <p>16:08:34 3 means?</p> <p>16:08:35 4 A. To the best of my understanding, yes.</p> <p>16:08:46 5 Q. Let's look at paragraph 5 on page 3 of Bates</p> <p>16:08:50 6 label GHM 01174, which is entitled "Entire Agreement":</p> <p>16:09:04 7 "This Settlement Agreement contains the entire</p> <p>16:09:06 8 agreement between the Parties as to their subject matter and</p> <p>16:09:09 9 any previous agreements, understandings and negotiations on</p> <p>16:09:12 10 that subject matter cease to have any effect."</p> <p>16:09:15 11 So this is the only document to deal with the</p> <p>16:09:17 12 settlement of MC Suit No. 14699; isn't that correct?</p> <p>16:09:26 13 A. Yes, to the best of my knowledge, yes.</p> <p>16:09:52 14 Q. Let's look at section 2.1 on page 2, which is</p> <p>16:09:56 15 Bates labeled GHM 01173.</p> <p>16:10:00 16 A. Okay.</p> <p>16:10:02 17 Q. You agreed, before I asked my question about</p> <p>16:10:05 18 2.1, that GHM made some payments, the payment of money, to</p> <p>16:10:13 19 Wave in settlement of this case; correct?</p> <p>16:10:24 20 A. Yes.</p> <p>16:10:25 21 Q. And that's the settlement amount that's set</p> <p>16:10:27 22 forth, that's mentioned in section 2.1 and defined in</p> <p>16:10:34 23 section 1.1? Yes?</p> <p>16:10:51 24 A. I didn't get the question.</p> <p>16:10:52 25 Q. That's okay. I'll rephrase it.</p>

16:10:55 1	So if you look in section 1.1, we can agree that	16:16:28 1	A. That the hotels paid Wave for the job and they
16:11:02 2	GHM paid some money to settle this case; correct?	16:16:37 2	have the copyright.
16:11:05 3	A. Yes.	16:16:41 3	Q. And did anyone -- you weren't there at GHM
16:11:06 4	Q. And that settlement amount, the amount that	16:16:45 4	when Wave was working with these hotels managed by GHM;
16:11:08 5	was paid, is defined in section 1.1, where it says	16:16:50 5	correct?
16:11:12 6	"Settlement Amount", is that correct? You can read the	16:16:56 6	A. I was not with GHM prior to June 2008.
16:11:17 7	section to confirm.	16:17:00 7	Q. Right. And I can represent to you that by
16:11:18 8	A. "Settlement Amount means the aggregated sum of	16:17:05 8	2007 Wave was no longer doing any work for any of the
16:11:22 9	SS\$28,055.16 and US\$13,898.37 to be paid by GHM to Wave in	16:17:09 9	properties managed that are covered in these agreements
16:11:32 10	accordance with the terms of this Settlement Agreement."	16:17:15 10	here. I can make that representation to you.
16:11:36 11	Q. Okay. So that's the amount that GHM paid to	16:17:17 11	So, I'll ask again: You were not at GHM when Wave
16:11:39 12	settle the case; right?	16:17:23 12	was working with these properties in providing various
16:11:40 13	A. Yes.	16:17:28 13	marketing collateral; correct?
16:11:41 14	Q. Okay. So now let's look at 2.1:	16:17:30 14	A. That's correct.
16:11:45 15	"In consideration of the payment of the Settlement	16:17:30 15	Q. Okay. So you must have come up with this
16:11:47 16	Amount [the amount that GHM paid to settle the case] by GHM	16:17:35 16	understanding that the hotels own the copyrights to these
16:11:50 17	to Wave, Wave, with effect from and subject to Completion	16:17:39 17	photographs some time after Wave stopped working for these
16:11:55 18	[which is defined and we can talk about more in a moment],	16:17:44 18	hotels; correct?
16:11:58 19	and not otherwise, unconditionally and irrevocably waives,	16:17:44 19	A. Yes.
16:12:04 20	releases and discharges GHM from all Claims in the Dispute	16:17:45 20	Q. Okay. About when did you gain that
16:12:07 21	and MC Suit No. 14699."	16:17:46 21	understanding?
16:12:12 22	Do you see that?	16:18:41 22	A. I would like to say that I've always had that
16:12:14 23	A. Yes.	16:18:45 23	understanding.
16:12:15 24	Q. What did this -- so this paragraph means that	16:18:46 24	Q. So, from the moment you got to GHM in June
16:12:19 25	in exchange for the settlement amount, Wave releases and	16:18:48 25	2008 you understood that the hotels owned the copyrights to
16:12:30 1	discharges GHM from any claims in the dispute as defined in	16:18:55 1	the photographs that Wave created for use in marketing
16:12:37 2	the agreement and MC Suit No. 14699 as defined in the	16:19:01 2	collateral for these properties?
16:12:42 3	agreement; correct?	16:19:02 3	A. I'd like to rephrase that.
16:12:43 4	A. Yes.	16:19:05 4	Q. Okay.
16:12:43 5	Q. And that means that Wave is waiving, releasing	16:19:08 5	A. Any time after my joining of GHM, through
16:12:47 6	and discharging any claims against GHM with regard to	16:19:14 6	books records, through interaction on a daily basis, if I'm
16:12:53 7	nonpayment of the invoices listed in MC Suit No. 14699;	16:19:18 7	in the office with my colleagues, I have the understanding
16:12:58 8	correct?	16:19:24 8	that the work produced for the hotel paid by the hotel is
16:12:59 9	A. Yes.	16:19:31 9	owned by the hotel.
16:13:15 10	Q. Is there anything else that you believe that	16:19:32 10	Q. So that's from the time that you got to GHM to
16:13:17 11	this release covers, besides the dispute as it's defined,	16:19:37 11	the present?
16:13:26 12	which only covers the invoices listed in MC Suit No. 14699?	16:19:40 12	A. I'm not sure if you are talking about the
16:13:34 13	A. I don't understand your question.	16:19:43 13	present as in your question, because you said Wave, and Wave
16:13:35 14	Q. I'm just asking. So the only thing covered by	16:19:47 14	is not present in my books now.
16:13:40 15	paragraph 2.1 are claims against GHM for nonpayment of the	16:19:51 15	Q. That was not my question. I was asking about
16:13:46 16	invoices listed in MC suit 14699. That's the only thing	16:19:54 16	Wave before. Let's reread my question, please.
16:13:50 17	that's covered by paragraph 2.1; correct?	16:20:03 17	(Question read back.)
16:14:28 18	A. Yes.	16:20:07 10	BY MR. TOKE:
16:15:43 19	Q. You testified earlier that it was your	16:20:07 19	Q. Let me rephrase the question.
16:15:46 20	understanding that the ownership of the copyrights to any	16:20:09 20	So, from the time that you got to GHM in June 2008
16:15:52 21	photographs that were created by Wave with respect to any of	16:20:12 21	to the present, you understand, or you understood, that any
16:15:56 22	the properties covered by the agreements here were owned by	16:20:24 22	photographs or marketing materials created for any of the
16:16:01 23	the hotels themselves; correct?	16:20:27 23	hotels managed by GHM but paid for by the hotels is owned by
16:16:03 24	A. Yes.	16:20:31 24	the hotels?
16:16:05 25	Q. Where did you form that understanding?	16:20:32 25	A. I would like to clarify.

16:20:33 1	Q. Okay.	16:24:22 1	any of the photographs that were used in marketing materials
16:20:34 2	A. Earlier you said, was it photos or was it	16:24:26 2	for the hotels managed by GHM in this case?
16:20:38 3	marketing materials?	16:24:32 3	A. The hotels paid for it. My understanding is
16:20:40 4	Q. In this question I asked both. But is it	16:24:35 4	that they owned the copyright to it.
16:20:43 5	different for the two?	16:24:37 5	Q. I understand that. I asked, where did you get
16:20:44 6	A. I just want to clarify.	16:24:40 6	that understanding? Did you just -- where did you get that
16:20:47 7	Q. In this question I asked for both. Because	16:24:44 7	understanding, other than from a lawyer?
16:20:52 8	your answer before, you did not -- you did not limit it to	16:25:03 8	A. I think I said before, from talking with my
16:20:56 9	photographs. You said if the hotels paid for it and it was	16:25:06 9	peers.
16:21:05 10	made for the hotels, it's owned by the hotel. So I was just	16:25:08 10	Q. Okay. So, your peers gave you that
16:21:09 11	mirroring what you said.	16:25:11 11	understanding, that the photographs that Wave created for
16:21:10 12	If you're telling me that the rule is different in	16:25:16 12	use in marketing materials for these various hotels were
16:21:13 13	your understanding between photographs and other marketing	16:25:20 13	owned by the hotels?
16:21:16 14	materials, I'd like to know that.	16:25:31 14	A. Yes.
16:21:26 15	A. Can I ask for a read-out of the question,	16:25:32 15	Q. Who told you that?
16:21:29 16	please.	16:25:45 16	A. Mr. Ohletz.
16:22:06 17	(Question read back.)	16:25:46 17	Q. So Mr. Ohletz told you. Okay.
16:22:38 18	A. So I go back to this question where you ask,	16:26:04 18	When did Mr. Ohletz tell you that?
16:22:41 19	you are asking about the photographs that was made by Wave	16:26:29 19	A. I don't have a specific timing as to when he
16:22:44 20	that are used in marketing collaterals. That's where then	16:26:33 20	told me that. The understanding is such.
16:22:48 21	I said that it's the hotel who paid for it and hence it's my	16:26:37 21	Q. Okay. You have no specific understanding.
16:22:54 22	understanding that they owned the copyright. So I just want	16:26:42 22	Give me an approximate.
16:22:57 23	to set the record correct, that you did not -- that the	16:27:16 23	A. I would say during the course of my work, any
16:23:00 24	first question which I gave my answer, it was specific to	16:27:18 24	time after I'm with GHM.
16:23:03 25	photographs.	16:27:20 25	Q. Okay. And Mr. Ohletz left GHM in about 2010;
16:23:04 1	Q. Okay, that's fine. But I can ask whatever	16:27:23 1	correct?
16:23:08 2	question I want. So I was asking beyond that. But okay.	16:27:25 2	A. I can't remember the exact time. I said
16:23:12 3	So, let's -- so your understanding was that the	16:27:28 3	before, I believe it's in 2010.
16:23:16 4	photographs created by Wave that were used in marketing	16:27:32 4	Q. Okay. Let's say it's in 2010.
16:23:21 5	collateral for the various hotels involved here, managed by	16:27:37 5	So, you're telling me that Mr. Ohletz told you on
16:23:25 6	GHM, were owned by the hotels themselves?	16:27:41 6	some occasion between June 2008 when you joined GHM and some
16:23:32 7	A. The photographs?	16:27:51 7	time in 2010 when he left GHM, some time in that one and a
16:23:33 8	Q. Yes.	16:27:57 8	half year to two-year period, he told you that the ownership
16:23:34 9	A. Yes.	16:28:02 9	of the copyrights to the photographs created by Wave for use
16:23:35 10	Q. Okay. And what is the basis for that	16:28:07 10	in marketing collateral with various properties, hotel
16:23:38 11	understanding?	16:28:11 11	properties, involved in this lawsuit were owned by the
16:23:40 12	MR. SCHWARZ: I'm going to object for	16:28:14 12	hotels?
16:23:42 13	attorney/client privilege to anything that you discussed	16:28:16 13	MR. SCHWARZ: Objection. That's not what she
16:23:43 14	with lawyers, you can't talk about.	16:28:19 14	said. You have totally mischaracterized her specific
16:23:47 15	MR. TOKE: She can if she wants.	16:28:22 15	testimony.
16:23:50 16	MR. SCHWARZ: Right. And I'm instructing you not	16:28:23 16	MR. TOKE: I'm asking her if that's what she said.
16:23:53 17	to.	16:28:28 17	MR. SCHWARZ: Oh. Then I object to the form of
16:23:55 18	MR. TOKE: Okay. And that's noted on the record;	16:28:30 18	the question. It's an improper question to ask somebody to
16:23:59 19	right?	16:28:34 19	repeat what they said. If you're really interested in it,
16:24:02 20	COURT REPORTER: Yes.	16:28:38 20	then you should ask the reporter to read back what she said.
16:24:04 21	BY MR. TOKE:	16:28:42 21	MR. TOKE: Read back what she said? No, I'm
16:24:05 22	Q. Okay. Go ahead.	16:28:44 22	trying to clarify. I'm trying to understand what you said.
16:24:06 23	Other than what an attorney might have told you in	16:28:47 23	
16:24:09 24	terms of advice, where did you get the understanding that	16:28:48 24	Q. Am I correct in saying that what you've
16:24:16 25	Wave -- pardon me, that the hotels owned the copyrights to	16:28:50 25	testified now is that some time between the time that you

<p>16:28:53 1 got to GHM in June 2008 and the time that Mr. Ohletz left      16:28:57 2 GHM in 2010, Mr. Ohletz told you that the copyright to the      16:29:06 3 photographs used in marketing collateral for these various      16:29:10 4 hotel properties managed by GHM that were created by Wave      16:29:15 5 were owned by the hotels?</p> <p>16:29:27 6 A. That was not exactly what I said.</p> <p>16:29:29 7 Q. Okay. What did you say?</p> <p>16:29:30 8 A. I said the understanding was from talking to      16:29:32 9 the people I worked with.</p> <p>16:29:34 10 Q. Right. And you testified that that person was      16:29:36 11 Mr. Ohletz.</p> <p>16:29:38 12 A. Yes.</p> <p>16:29:39 13 Q. Okay.</p> <p>16:29:41 14 MR. SCHWARZ: I object to the form. She didn't      16:29:43 15 say only Mr. Ohletz.</p> <p>16:29:45 16 MR. TOKE: That's fine.</p> <p>16:29:47 17 Q. Were there any other people? I tell you what,      16:29:50 18 let's do that. Why don't you list all the people, all the      16:29:53 19 peers of yours, that have told you that understanding, that      16:29:58 20 the hotels own the copyrights to the photographs created by      16:30:00 21 Wave?</p> <p>16:30:02 22 A. No, I don't think this is a possible question      16:30:05 23 to answer because I don't walk around making a list of names      16:30:13 24 and subject titles of what people tell me over the past      16:30:19 25 eight years.</p>	<p>16:31:58 1 Q. Okay. Was there any -- were there documents      16:32:08 2 that they talked to you about, that supported that view?</p> <p>16:32:24 3 A. I can't recall offhand.</p> <p>16:32:26 4 Q. Have you reviewed any of the contractual      16:32:32 5 documents related to the photographs that Wave created for      16:32:37 6 use in marketing collateral for these various hotels?</p> <p>16:32:46 7 A. I wasn't there.</p> <p>16:32:47 8 Q. Different question. Can you read back the      16:32:49 9 question, please?</p> <p>16:33:01 10 (Question read back.)</p> <p>16:33:04 11 A. What contractual documents?</p> <p>16:33:07 12 Q. Well, let's go -- let's break that down.      Do you have any understanding of what contractual      16:33:14 13 documents or what documents at all exist between Wave and      16:33:18 15 the hotels or GHM related to any of the photographs that      16:33:23 16 were created by Wave for any of the hotels?</p> <p>16:33:34 17 A. Could you read the question?      (Question read back.)</p> <p>16:34:07 19 I know there is a production estimate.</p> <p>16:34:11 20 Q. Okay. So there's a production estimate.      Would there usually be an invoice after that?</p> <p>16:34:23 22 A. I'm not sure if it's after that or whatever      point in time. To answer your point, I've seen invoices      16:34:29 23 from Wave, we spoke about that.</p> <p>16:34:33 24 Q. Okay. So there would be the production</p>
<p>16:30:20 1 So I made it clear that it's during the course of      16:30:23 2 my work that I had this understanding and one main person      16:30:30 3 who has given me the understanding -- I did not say he told      16:30:34 4 me -- is Mr. Ohletz. But to answer your question, I do not      16:30:41 5 make a list of names and topics, subjects, of what people      16:30:49 6 tell me, talk to me, over the past eight years that I'm with      16:30:53 7 GHM.</p> <p>16:30:54 8 Q. Okay.</p> <p>16:30:55 9 A. Henceforth, I do not think I have an answer to      16:30:59 10 the second part of your question.</p> <p>16:31:01 11 Q. So your testimony is that at some point, from      16:31:05 12 someone you can't recall, or more than one person at GHM      16:31:12 13 over the course of your seven years there, told you that the      16:31:17 14 copyrights to Wave's photographs were owned by the hotels,      16:31:21 15 but you can't recall whom?</p> <p>16:31:24 16 A. That's incorrect.</p> <p>16:31:26 17 Q. Okay.</p> <p>16:31:27 18 A. My testimony is that during the course of my      16:31:30 19 work, since I started with GHM in 2008, I have the      16:31:37 20 understanding from my interaction with my peers that I have      16:31:44 21 this understanding.</p> <p>16:31:46 22 Q. That the hotels own the copyrights to the      16:31:52 23 photographs created by Wave that were used in the marketing      16:31:55 24 materials for these various hotel properties?</p> <p>16:31:57 25 A. Yes.</p>	<p>16:34:39 1 estimate, there would be an invoice at some point. Any      16:34:42 2 other documents that would relate to the creation of      16:34:46 3 photographs that would be used in marketing collateral for      16:34:49 4 the hotels?</p> <p>16:34:58 5 A. I'm not sure.</p> <p>16:34:59 6 Q. You don't know?</p> <p>16:35:01 7 A. I'm not sure.</p> <p>16:35:03 8 Q. What I'm saying is, do you know? If you don't      16:35:05 9 know, that's okay, say you don't know.</p> <p>16:35:09 10 A. I don't know.</p> <p>16:35:10 11 Q. Okay.</p> <p>16:35:12 12 And would you agree that if those documents stated      16:35:23 13 something other than the hotels owned the copyrights to the      16:35:27 14 photographs, that that would be contradictory to your      16:35:31 15 understanding that the hotels owned the copyrights to the      16:35:37 16 photographs?</p> <p>16:35:40 17 MR. SCHWARZ: Objection to the form of the      16:35:40 18 question.</p> <p>16:35:41 19 BY MR. TOKE:</p> <p>16:35:42 20 Q. But go ahead.</p> <p>16:35:43 21 A. I don't think I will be in a position to give      16:35:44 22 an answer to that, given that I'm not there when the      16:35:48 23 document is created.</p> <p>16:35:49 24 Q. Okay. So you can't -- you don't know really      16:35:52 25 because you weren't there?</p>

<p>16:35:56 1 A. I said I cannot cast an opinion because I was 16:35:59 2 not there when the document was created.</p> <p>16:36:01 3 Q. Okay. So, let's go back to you testified that 16:36:05 4 over the time that you've been at GHM you somehow came to 16:36:11 5 the conclusion or understanding that the copyright to the 16:36:14 6 photographs created by Wave were owned by the hotels, but 16:36:22 7 you can't recall exactly who might have told you that, with 16:36:28 8 the exception of Mr. Ohletz; correct?</p> <p>16:36:31 9 MR. SCHWARZ: Or the lawyers.</p> <p>16:36:32 10 MR. TOKE: Or the lawyers. The lawyers. That's 16:36:34 11 fine.</p> <p>16:36:36 12 A. I did not say I was told that by anybody.</p> <p>16:36:42 13 Q. Sure you did. You said Mr. Ohletz told you,</p> <p>16:36:44 14 because I asked you which of your peers would have told you 16:36:47 15 that, and you said Mr. Ohletz.</p> <p>16:36:49 16 A. I said, in the course of my work since 16:36:52 17 I joined in 2008, they were in the course of my work and my 16:36:54 18 interaction with my peers, this is the understanding that 16:37:00 19 I get.</p> <p>16:37:01 20 Q. Right. But you must have gotten it somehow, 16:37:03 21 right? Because no one is going to look at you in the eye 16:37:07 22 and not say anything and you somehow understand this. 16:37:10 23 Right? There's got to be some sort of communication that 16:37:17 24 tells you that; right?</p> <p>16:37:20 25 MR. SCHWARZ: Objection. That was four questions.</p>	<p>16:39:47 1 MR. TOKE: That's your --</p> <p>16:39:47 2 Q. But what I'm asking is, I'm asking specifically with Wave. You have testified that over the 16:39:53 4 course of your period of time in interactions with your peers that you came to understand that the copyrights to the 16:39:56 5 photographs created by Wave for use in marketing collaterals 16:40:05 6 with these hotels were owned by the hotels.</p> <p>16:40:09 8 MR. SCHWARZ: Now, I'm going to object because 16:40:10 9 this is the problem with saying that this is her testimony. 16:40:13 10 That actually wasn't her testimony. You kept repeating, is 16:40:17 11 this your testimony? So she said she had the understanding that if the hotels pay for it, they own it. You then said, 16:40:21 12 is it your testimony that Wave -- that the photographs that 16:40:25 13 Wave took were owned by the hotels because Mr. Ohletz said 16:40:29 14 so, which was different. So you can't --</p> <p>16:40:33 15 MR. TOKE: Okay. So, Howard, when I object on this basis and you shut me down and you tell me that I'm 16:40:38 17 just asking a question, I'm going to do the same thing.</p> <p>16:40:42 18 MR. SCHWARZ: But you're not asking a question. 16:40:45 19 You're characterizing -- I never said a witness testified to 16:40:47 20 something. You're saying her testimony was something. 16:40:50 21 I have no problem if you ask her the direct question, but 16:40:52 22 you are characterizing her testimony, which is why the 16:40:57 23 questions become very convoluted and difficult.</p> <p>16:40:59 24 I'm not interrupting, I don't want to slow you</p>
<p>16:37:22 1 BY MR. TOKE:</p> <p>16:37:22 2 Q. There's got to be some form of communication 16:37:24 3 between your peers and you to convey that understanding; 16:37:28 4 correct?</p> <p>16:37:57 5 A. Like I said, in the interaction during the 16:38:01 6 course of work, I derived that understanding.</p> <p>16:38:05 7 Q. Right. So, by interaction, what do you mean 16:38:07 8 by interaction? People saying stuff to you; right?</p> <p>16:38:26 9 A. Interaction could be someone saying stuff to 16:38:29 10 me, but not limited to just that.</p> <p>16:38:32 11 Q. What else could it be?</p> <p>16:38:34 12 A. It was in the course of my work.</p> <p>16:38:36 13 Q. What else could it be?</p> <p>16:39:04 14 A. No, like I said, they paid for the photos, so 16:39:08 15 they have the right to use the photos.</p> <p>16:39:12 16 Q. So -- right, I understand that you've said 16:39:16 17 that. But there's an underlying understanding of if you pay 16:39:23 18 for the photos you have the right to the photos, that you 16:39:26 19 own the copyrights to the photos. Where did that 16:39:29 20 understanding come from?</p> <p>16:39:32 21 MR. SCHWARZ: I think she -- objection. She said 16:39:35 22 if you pay for it you own it. I don't know how many times 16:39:40 23 she can say that.</p> <p>16:39:42 24 MR. TOKE: She's not said that. I mean --</p> <p>16:39:44 25 MR. SCHWARZ: She's said it 10 times.</p>	<p>16:41:07 1 down. Just do what you want to do.</p> <p>16:41:10 2 MR. TOKE: I'm trying to ask a question. But 16:41:12 3 okay.</p> <p>16:41:13 4 Q. Again, I'm just trying to understand where you came to the understanding about the ownership of the 16:41:17 6 copyrights to the Wave photographs, from whom?</p> <p>16:41:39 7 A. I'm just trying to think about your original 16:41:42 8 question when you asked about --</p> <p>16:41:43 9 Q. Forget about that. I'm asking a new question 16:41:46 10 right now. Don't think about any of the other questions. 16:41:49 11 I'm asking you a new question right now. That question is: 16:41:52 12 Please read it.</p> <p>16:42:05 13 (Question read back.)</p> <p>16:42:24 14 A. Again, I'm saying from the course of my work 16:42:26 15 I have derived this understanding, what I've said before.</p> <p>16:42:33 16 Q. So there are a few possible ways -- let's see. 16:42:37 17 You testified -- you mentioned Mr. Ohletz by name earlier 16:42:41 18 with regard to this understanding; correct?</p> <p>16:42:44 19 A. Yes.</p> <p>16:42:44 20 Q. Okay. So what did Mr. Ohletz tell you that 16:42:49 21 gave you this understanding?</p> <p>16:42:55 22 A. This is a difficult question because I don't 16:42:57 23 walk around with a pen and a pad to write down every single word everyone speaks to me, at least during the day.</p> <p>16:43:02 24 Q. No, I understand that. I'm just asking</p>

16:43:12 1	generally, what did he say?	16:46:50 1	A. I didn't say anything to say that it came up.
16:43:14 2	A. I can't tell you generally what did he say.	16:46:53 2	Q. Fine. But I'm asking you now: Did it?
16:43:17 3	I can only tell you that this is the understanding -- your question was where did I get the understanding. My understanding is during the course of my work and my interaction with my peers.	16:46:56 3	A. You need to rephrase your question. I'm not understanding it.
16:43:20 4		16:46:58 4	
16:43:23 5		16:46:59 5	Q. Can you read back the question? (Question read back.)
16:43:26 6		16:47:43 6	Q. So I'm asking you: Did it come up?
16:43:28 7	Q. So you said that Mr. Ohletz --	16:48:19 8	A. I just didn't understand what is "come up"?
16:43:31 8	MR. SCHWARZ: I don't think she was finished.	16:48:26 9	Q. You don't understand what "come up" means?
16:43:33 9	MR. TOKE: Oh. Go ahead.	16:48:30 10	A. Well, I understand in English terms.
16:43:34 10	A. To ask me what did Mr. Ohletz tell me, I have no answer to that.	16:48:33 11	Q. Then --
16:43:42 12	Q. He must have said something to give you that understanding; right?	16:48:35 12	A. But I don't understand --
16:43:44 13		16:48:36 13	Q. -- it's an English question.
16:43:50 14	A. Yes and no, because I don't walk around with a pen and a pad, so to tell you exactly what he said to give me that understanding, I have no answer at this moment for you.	16:48:39 14	A. -- why would it mean like how the question or the ownership, whatever the question was, come up?
16:43:54 15		16:48:42 15	Q. I'm asking you: How did the occasion to talk about the ownership of the copyrights to photographs created by Wave for use in marketing collaterals with these hotels come up, since you've been at GHM from 2008 to the present? How did it come up?
16:43:59 16		16:48:45 16	
16:44:03 17		16:48:48 17	
16:44:06 18	Q. Okay. But he said something to you that gave you that understanding; right?	16:48:51 18	
16:44:08 19		16:48:56 19	
16:44:10 20	A. I wouldn't say yes to that.	16:49:00 20	A. That wasn't the question. The question was --
16:44:16 21	Q. So, somehow Mr. Ohletz conveyed to you that the copyright to these Wave photographs was owned by the hotels, but you have no way to characterize or summarize or even remember what had happened. Is that what you're telling me?	16:49:10 22	Q. Go ahead. (Question read back.)
16:44:34 25		16:49:49 23	
		16:49:49 24	A. No, before that, sorry. (Question read back.)
		16:49:49 25	
16:44:36 1	MR. SCHWARZ: Objection to the form of the question. It had multiple parts to it. It's an improper question.	16:49:52 1	A. Then the next question was more specific.
16:44:37 2		16:49:55 2	Q. Let's have you answer that question.
16:44:39 3		16:49:56 3	A. I answered that already.
16:44:41 4	BY MR. TOKE:	16:49:58 4	Q. I'd like you to answer it again.
16:44:41 5	Q. Go ahead, answer the question.	16:50:00 5	A. I said at any point in time I didn't recall me saying that the ownership question came up.
16:44:44 6	A. It's a long question. Would you repeat?	16:50:05 6	Q. Well, that's fine. But now you've also testified that through these interactions with your peers you understand that the copyright to the photographs created by Wave that were used in the collateral for these hotels was owned by the hotels; you came up -- somehow, with these interactions, you came to that understanding; right?
16:45:05 7	MR. TOKE: Go ahead, read it back.	16:50:10 8	
16:45:07 8	(Question read back.)	16:50:14 9	
16:45:49 9	A. No, I don't understand how you want me to categorize an understanding.	16:50:19 10	
16:45:52 10		16:50:22 11	
16:45:54 11	Q. I'm just trying to understand how you got the understanding.	16:50:26 12	
16:45:57 12		16:50:29 13	A. Yes.
16:45:57 13	A. I said that a lot of times already.	16:50:30 14	Q. So, okay. But you can't remember what those interactions were or who told you that; correct?
16:46:00 14	Q. Right. In this completely vague penumbra way, "I have no idea." Let's --	16:50:32 15	A. Okay, I'm getting a little bit confused here --
16:46:04 15		16:50:45 16	Q. I'm not sure why. But okay.
16:46:09 16	MR. SCHWARZ: Okay, I'm objecting to that.	16:50:48 17	A. -- because I have a few questions that you asked and I feel it's a little bit jumbled.
16:46:11 17	That's arguing with her. It's improper.	16:50:49 18	Q. Sorry. I'm trying to come at it from a lot of different angles because I'm trying to understand how you understand this. Let's break it down a little bit more.
16:46:14 18	MR. TOKE: Fine. I'm withdrawing that.	16:50:51 19	Okay.
16:46:17 19	Q. Why would ownership of the copyright to	16:50:54 20	You agreed that you've testified that you somehow
16:46:18 20	photographs created by Wave come up from the time that you were at Wave -- pardon me, at GHM, to the present, since	16:50:58 21	
16:46:25 21	Wave stopped doing work for these hotels in 2007?	16:51:01 22	
16:46:29 22		16:51:05 23	
16:46:40 23	A. I'm not sure at any point in time saying that it came up.	16:51:08 24	
16:46:45 24		16:51:08 25	
16:46:47 25	Q. So you're telling me -- well, did it come up?		

<p>16:51:11 1 got the understanding from your peers that the copyrights to 16:51:15 2 Wave's photographs was owned by the hotels?</p> <p>16:51:18 3 A. Yes.</p> <p>16:51:19 4 Q. And I'm asking you -- and you can't remember 16:51:24 5 who told you; right?</p> <p>16:51:34 6 A. You reminded me that I mentioned Raif Ohletz. 16:51:38 7 All I said was I didn't walk around with a pen and a pad so 16:51:43 8 I wasn't able to tell you exactly what he told me.</p> <p>16:51:46 9 Q. Okay. So you do remember that at some point 16:51:50 10 Mr. Ohletz told you something that would convey to you this 16:51:54 11 understanding; right?</p> <p>16:51:55 12 A. Yes.</p> <p>16:51:56 13 Q. Okay. So how did that topic of the ownership 16:52:02 14 of the copyrights to Wave's photographs come up?</p> <p>16:52:09 15 A. Like I said, I did not recall saying that this 16:52:14 16 subject matter come up.</p> <p>16:52:16 17 Q. So he just told you out of the blue?</p> <p>16:52:21 18 A. I said, during the course of my work.</p> <p>16:52:25 19 Q. Right. So during the course of your work 16:52:28 20 there must have been some reason in the course of your work 16:52:32 21 that this was a relevant topic.</p> <p>16:52:35 22 MR. SCHWARZ: Okay. I'm going to object. We have 16:52:37 23 been doing this for half an hour now, and I think you're 16:52:41 24 harassing the witness. She's answered the question to the 16:52:43 25 best of her ability and I'm going to --</p>	<p>16:53:49 1 You're entitled to jog her memory if she says she doesn't 16:53:53 2 remember. She didn't say she didn't remember, she testified 16:53:56 3 exactly to what she said. I'm not going to recategorize it. 16:54:01 4 So, if you want to ask her another question on another 16:54:04 5 topic, go ahead.</p> <p>16:54:06 6 MR. TOKE: No. What I'm saying is -- now we've 16:54:09 7 established, we're making some progress actually, because 16:54:10 8 you've now testified that --</p> <p>16:54:11 9 MR. SCHWARZ: Is that a question? You can't make 16:54:14 10 a speech to the witness. You can ask her a question.</p> <p>16:54:17 11 MR. TOKE: I am asking her a question.</p> <p>16:54:21 12 MR. SCHWARZ: But that's a speech, that's not a 16:54:23 13 question.</p> <p>16:54:24 14 MR. TOKE: I understand. But we are not at trial. 16:54:26 15 We are not -- what I'm trying to do is create a premise that 16:54:27 16 that will be the basis for my question. I'm just trying to 16:54:29 17 recap where we are, because this witness is going to tell me 16:54:30 18 that she's confused. So what I'm trying to do --</p> <p>16:54:35 19 So, now, what you've told me is that Mr. Ohletz -- 16:54:37 20 you gleaned this understanding about the ownership of the 16:54:40 21 copyrights to Wave's photographs from Mr. Ohletz in the 16:54:43 22 course of your working at GHM.</p> <p>16:54:46 23 And I'm asking: Why would this information be 16:54:54 24 relevant to your work at GHM, since Wave stopped doing these 16:54:59 25 photographs for the hotels in 2007?</p>
<p>16:52:48 1 MR. TOKE: She has said nothing.</p> <p>16:52:51 2 MR. SCHWARZ: That's not true. You don't like the 16:52:52 3 answer but she's answered every question you gave her.</p> <p>16:52:57 4 MR. TOKE: Okay.</p> <p>16:52:57 5 MR. SCHWARZ: You can ask her one more question if 16:52:59 6 you want, but I'm saying that I think you are absolutely 16:53:02 7 harassing the witness at this point and I'm objecting to 16:53:05 8 continuing to harass her.</p> <p>16:53:09 9 MR. TOKE: I disagree with the characterization 16:53:10 10 that I'm harassing her. I'm allowed to try to jog her 16:53:14 11 memory. I'm coming at it from a number of different angles 16:53:19 12 and I'm allowed to do that. So --</p> <p>16:53:24 13 MR. SCHWARZ: She didn't -- you just said you're 16:53:25 14 trying to jog --</p> <p>16:53:28 15 MR. TOKE: If you're going to put an objection on 16:53:30 16 the record, please do, or if you're going to instruct the 16:53:33 17 witness, fine. But I'm going to ask some questions and you 16:53:36 18 can deal with them as you will in a succinct manner. That's 16:53:41 19 it.</p> <p>16:53:42 20 MR. SCHWARZ: No, no, you can't say, "That's it."</p> <p>16:53:42 21 You've had a discussion with me and you made a statement and 16:53:45 22 so I'm now entitled to respond to it.</p> <p>16:53:47 23 MR. TOKE: Okay.</p> <p>16:53:48 24 MR. SCHWARZ: And I'm saying that she answered the 16:53:48 25 question. You said that you're entitled to jog her memory.</p>	<p>16:55:04 1 MR. SCHWARZ: Objection to the form of the 16:55:06 2 question. If you want to answer it, you can answer it.</p> <p>16:55:10 3 A. Before I answer your question, while you guys 16:55:12 4 were talking, I was actually trying to interrupt for a 16:55:16 5 ladies' room break. I don't know whether -- can I go for my 16:55:19 6 break and then come back to answer your question?</p> <p>16:55:23 7 Q. There is actually a question pending to you, 16:55:23 8 so you have to answer that question, and then you can go.</p> <p>16:55:57 9 A. Okay. Fine. So the question again?</p> <p>16:55:57 10 Q. Please read it. (Question read back.)</p> <p>16:56:02 12 A. I think it's the same question in a different 16:56:04 13 form.</p> <p>16:56:08 14 Q. So, please answer the question.</p> <p>16:56:10 15 A. During the course of my work.</p> <p>16:56:13 16 Q. But you don't recall why it came up?</p> <p>16:56:20 17 A. I can't recall as to specifically why and in 16:56:23 18 what situation it came up.</p> <p>16:56:26 19 Q. You can't -- do I understand what you're 16:56:29 20 saying: You're saying that you can't recall specifically why 16:56:33 21 it came up?</p> <p>16:56:34 22 A. As to why it came up.</p> <p>16:56:36 23 Q. But that it came up at some point?</p> <p>16:56:39 24 A. Whether it was what I was thinking as to how 16:56:42 25 we used the word "it came up", it came up as in, you know,</p>

<p>16:56:49 1 someone walking to my face and saying, whatever, to the 16:56:55 2 ownership, or it's during the course of my work.</p> <p>16:56:59 3 Q. Right. Okay. So, what would be the source of 16:57:01 4 that information; your peers?</p> <p>16:57:05 5 A. I said, during the course of my work, 16:57:07 6 interaction with my peers, one of whom I have named him.</p> <p>16:57:12 7 Q. Okay. Go ahead for your break. Let's go off 16:57:19 8 the record, please.</p> <p>16:57:21 9 VIDEOGRAPHER: This marks the end of tape number 5 16:57:23 10 in the deposition of Monica Chng.</p> <p>16:57:26 11 Going off the record. The time is 4:57 p.m. (4:57 p.m.)</p> <p>16:57:36 13 (Recess taken.)</p> <p>17:08:21 14 (5:08 p.m.)</p> <p>17:08:27 15 VIDEOGRAPHER: Back on the record. This marks the 17:08:36 16 beginning of tape number 6 in the deposition of Monica Chng. 17:08:40 17 The time is 5:08 p.m.</p> <p>17:08:50 18 BY MR. TOKE:</p> <p>17:08:51 19 Q. Ms. Chng, we are back on the record. Do you 17:08:53 20 know who VFM/Leonardo is?</p> <p>17:08:58 21 A. I don't know who they are.</p> <p>17:09:02 22 Q. You've heard the name of the company before?</p> <p>17:09:05 23 A. Not until this case came up.</p> <p>17:09:07 24 Q. Okay. And do you -- okay.</p> <p>17:09:13 25 So tell me about how you -- what you learned about</p>	<p>17:10:25 1 informing them that they have been involved in a way on this 17:10:35 2 issue.</p> <p>17:10:37 3 Q. That they have been sued?</p> <p>17:10:40 4 A. I can't recall if this is the thing.</p> <p>17:10:45 5 Q. Does GHM have a contract with VFM/Leonardo?</p> <p>17:10:49 6 A. Not any more.</p> <p>17:10:50 7 Q. And you are head of legal, so you would know?</p> <p>17:10:57 8 A. I missed that.</p> <p>17:10:59 9 Q. You are head of legal at GHM, so you would 17:11:01 10 probably know if there was a contract between GHM and 17:11:05 11 VFM/Leonardo?</p> <p>17:11:08 12 A. That's fair to say that.</p> <p>17:11:10 13 Q. How about a company called Pegasus, do you 17:11:12 14 know who Pegasus is?</p> <p>17:11:13 15 A. No.</p> <p>17:11:14 16 Q. You've never heard of the name Pegasus? Okay.</p> <p>17:11:19 17 MR. SCHWARZ: You have to say "No."</p> <p>17:11:21 18 A. No. I said "No."</p> <p>17:11:23 19 BY MR. TOKE:</p> <p>17:11:24 20 Q. How about Ice Portal?</p> <p>17:11:25 21 A. No.</p> <p>17:11:26 22 Q. How about Saber Holdings?</p> <p>17:11:48 23 A. No.</p> <p>17:11:49 24 Q. You've never heard of that company?</p> <p>17:11:50 25 A. No.</p>
<p>17:09:17 1 VFM/Leonardo since this case came up?</p> <p>17:09:22 2 MR. SCHWARZ: Objection. You can't say anything 17:09:24 3 that the lawyers told you.</p> <p>17:09:26 4 MR. TOKE: Of course she can.</p> <p>17:09:28 5 MR. SCHWARZ: I'm instructing you that you are 17:09:31 6 entitled to invoke the attorney/client privilege and that 17:09:33 7 you should do so if the answer to the question is that you 17:09:36 8 learned it from one of the lawyers.</p> <p>17:09:38 9 MR. TOKE: Although I will say this: Yes as to 17:09:41 10 legal advice. If there's just discussion of facts about 17:09:44 11 what VFM/Leonardo is, that's different, and I don't know 17:09:46 12 that's covered by the attorney/client privilege. If it's 17:09:51 13 advice, I don't want to know about it, that's okay, I'm not 17:09:55 14 asking. But if you learned some facts about VFM/Leonardo, 17:10:01 15 you can tell me that.</p> <p>17:10:03 16 MR. SCHWARZ: And if you're not sure, you're 17:10:05 17 entitled to consult with me. This is lawyers just jockeying 17:10:08 18 back and forth. So let's go ahead. No problem with me.</p> <p>17:10:09 19 BY MR. TOKE:</p> <p>17:10:10 20 Q. What did you learn about VFM/Leonardo since 17:10:11 21 the start of this case?</p> <p>17:10:14 22 A. I didn't learn anything about VFM/Leonardo.</p> <p>17:10:18 23 I only know of them when this case start.</p> <p>17:10:21 24 Q. And what do you know of them?</p> <p>17:10:23 25 A. That they reach out to our properties,</p>	<p>17:11:53 1 Q. Do you have a sense -- let me rephrase that. 17:11:57 2 Do you know who GHM may have given Wave 17:12:05 3 photographs to?</p> <p>17:12:10 4 MR. SCHWARZ: Objection to the form of the 17:12:11 5 question. That's assuming facts that you haven't 17:12:14 6 established yet.</p> <p>17:12:17 7 MR. TOKE: It was a question. I said, "Do you 17:12:19 8 know?"</p> <p>17:12:20 9 MR. SCHWARZ: Yes. And my objection is the 17:12:22 10 question assumed facts that you haven't established.</p> <p>17:12:26 11 BY MR. TOKE:</p> <p>17:12:27 12 Q. Okay. You can answer the question.</p> <p>17:12:34 13 A. No.</p> <p>17:12:36 14 Q. Okay. Do you know if GHM gave any Wave 17:12:41 15 photographs to any third parties?</p> <p>17:12:47 16 A. No.</p> <p>17:12:48 17 Q. You do not know?</p> <p>17:12:50 18 A. No.</p> <p>17:12:54 19 Q. Okay. You testified earlier that when GHM is 17:13:26 20 terminated as the management company for any of these 17:13:32 21 properties, the relationship terminates and that hotels 17:13:39 22 can't use any marketing collateral with the GHM mark or 17:13:44 23 logo; correct?</p> <p>17:13:46 24 A. Yes.</p> <p>17:13:47 25 Q. Then you also testified that because of that</p>

17:13:51 1	split, GHM can't use anything owned by the hotels; correct?	17:17:38 1	right? Correct?
17:13:55 2	You testified to that; correct?	17:17:39 2	A. Yes.
17:14:14 3	A. Yes.	17:17:40 3	Q. It's a company of 15 people; correct?
17:14:14 4	Q. Okay. So if GHM used anything that belonged	17:17:44 4	A. Yes.
17:14:18 5	to the hotels after the termination, then that would be --	17:17:44 5	Q. Okay. And you don't know who at GHM might
17:14:25 6	that would not be authorized; correct?	17:17:51 6	know, might be responsible for to whom GHM gives
17:14:40 7	MR. SCHWARZ: Objection to the form of the	17:17:58 7	photographs?
17:14:41 8	question, it's hypothetical.	17:18:04 8	A. I answered that before.
17:14:43 9	BY MR. TOKE:	17:18:06 9	Q. Okay. Who could be? You don't know who has
17:14:44 10	Q. Go ahead.	17:18:10 10	responsibility for sending out photographs to various
17:14:44 11	A. I won't be able to say whether it's	17:18:13 11	parties?
17:14:47 12	unauthorized.	17:18:15 12	MR. SCHWARZ: Objection. That question assumes
17:14:48 13	Q. Yes, you're right. Let's assume for the	17:18:18 13	facts that haven't been established. It's an impossible
17:14:51 14	purposes of this question this there was no authorization	17:18:23 14	question to answer as phrased. It's like, "When did you
17:14:57 15	given by the hotels.	17:18:29 15	stop beating your wife?" That's that question.
17:15:01 16	A. If this is an assumption --	17:18:33 16	MR. TOKE: Howard, you can make an objection
17:15:03 17	Q. Yes, it is.	17:18:34 17	and --
17:15:05 18	A. -- I --	17:18:35 18	MR. SCHWARZ: I did and I'm telling you what --
17:15:11 19	Q. Yes, it is. I'm assuming for the purposes of	17:18:37 19	MR. TOKE: -- and stop at the objection, please.
17:15:14 20	this question that there is no authorization given by the	17:18:40 20	MR. SCHWARZ: Okay. So I object to the form. She
17:15:17 21	hotels, okay, that have been terminated, or where GHM has	17:18:42 21	can answer it. But you understand that because I've
17:15:27 22	been terminated. That's the assumption. GHM's use of the	17:18:44 22	objected to the form and you haven't corrected it, that it
17:15:30 23	photographs, which are owned by the hotels, you testified to	17:18:47 23	can't be used at trial.
17:15:37 24	that; right? That would not be authorized.	17:18:50 24	MR. TOKE: That's fine. I understand. But I will
17:16:18 25	A. I would think so.	17:18:53 25	rephrase in this instance. Okay.
17:16:19 1	Q. Okay. Let me go back,	17:18:59 1	Q. So, you would agree that GHM at various times
17:16:23 2	Actually, when you said you didn't know if GHM	17:19:06 2	has created marketing collateral or asked for marketing
17:16:26 3	gave any of the Wave photographs to third parties, is there	17:19:15 3	collateral to be created for the hotel properties involved
17:16:31 4	anyone at GHM who would know that?	17:19:22 4	in this litigation; right?
17:16:37 5	A. I wouldn't have an answer to that question.	17:19:24 5	A. Yes.
17:16:40 6	Q. Really? So you're not aware of anyone at GHM	17:19:25 6	Q. Okay. And sometimes that involved
17:16:44 7	who would know whether or not GHM gave photographs that were	17:19:28 7	photography; correct?
17:16:50 8	created by Wave to any third parties?	17:19:29 8	A. Yes.
17:17:00 9	A. No.	17:19:30 9	Q. And those photographs have to be distributed
17:17:01 10	Q. Let's go through the different people. Would	17:19:33 10	somewhere to people; correct?
17:17:03 11	Hans Jenni know whether GHM gave photographs that were	17:19:54 11	A. Yes.
17:17:08 12	created by Wave to third parties?	17:19:54 12	Q. Okay. Who at GHM would have any control over
17:17:09 13	A. I wouldn't know if Hans Jenni know of anybody.	17:19:58 13	to whom photographs and marketing collateral are sent?
17:17:13 14	Q. I'm just saying, you're the vice-president or	17:20:34 14	A. Presently?
17:17:15 15	a vice-president at GHM; right?	17:20:35 15	Q. Presently.
17:17:17 16	A. No.	17:20:45 16	A. Kathryn Koh.
17:17:18 17	Q. I'm sorry, what was your title again?	17:20:47 17	Q. And how long has Kathryn Koh been at GHM,
17:17:22 18	A. Senior vice-president.	17:20:51 18	again?
17:17:23 19	Q. Pardon me, senior vice-president. Not even	17:20:57 19	A. Five years.
17:17:24 20	just a junior one, you're a senior vice-president at GHM.	17:20:58 20	Q. So, since about 2010?
17:17:30 21	MR. SCHWARZ: Objection. Really, that's being	17:20:59 21	A. On or about there.
17:17:31 22	rude. Don't do that. Don't make those qualifications and	17:21:01 22	Q. Okay. And then how about before 2010, who
17:17:34 23	remarks.	17:21:04 23	would have been responsible at GHM?
17:17:35 24	MR. TOKE: Okay.	17:21:07 24	A. Mr. Ohletz.
17:17:36 25	Q. So you're a senior vice-president at GHM;	17:21:08 25	Q. Mr. Ohletz. Okay. How about Kendall Oei?

17:21:23 1	A. I do not know for sure but I don't think so.	17:26:00 1	that. Do you see that?
17:21:26 2	Q. Okay. Anyone else before Ms. Koh who might	17:26:01 2	A. Yes.
17:21:34 3	have some responsibility or oversight over to whom	17:26:02 3	Q. Okay. And there's a box that I will represent
17:21:38 4	photographs are given?	17:26:04 4	has been added by the plaintiff, that says:
17:21:41 5	A. No.	17:26:10 5	"VA 1-432-329
17:21:42 6	Q. So the answer to the original question, which	17:26:17 6	Wave-S Photographs 2004
17:21:43 7	was who would know at GHM to whom photographs were given,	17:26:20 7	Leela 030"
17:21:48 8	would be Ms. Koh since 2010 and Mr. Ohletz prior to 2010?	17:26:21 8	I will represent to you that this is a photograph
17:21:57 9	A. This question is slightly different from the	17:26:23 9	that was taken by Wave at the Leela. Okay?
17:21:59 10	original question.	17:26:32 10	You would agree -- or you testified earlier that
17:22:00 11	Q. Okay. Well, that's the question I'm asking	17:26:36 11	the Leela is no longer managed by GHM; correct?
17:22:02 12	now.	17:26:42 12	A. Up to presently, yes, that's correct.
17:22:03 13	A. So I answer the question now?	17:26:45 13	Q. And, what does "up to presently" mean?
17:22:06 14	Q. Correct.	17:26:50 14	A. I mean as we speak now it's no longer managed.
17:22:07 15	A. That's correct.	17:26:53 15	Q. Right. At the moment it's not managed by GHM;
17:22:07 16	Q. Okay.	17:26:56 16	correct?
17:22:30 17	I'm going to mark this next in order. This is 43.	17:26:56 17	A. Yes.
17:22:35 18	(Exhibit 43 marked for identification)	17:26:57 18	Q. When did that relationship terminate, again?
17:23:37 19	Q. Ms. Chng, this exhibit is a series of	17:27:02 19	A. I think I said prior to 2008.
17:23:42 20	screenshots from the ghmhotels.com website. Can we agree on	17:27:06 20	Q. Okay. Right.
17:23:50 21	that?	17:27:09 21	A. But I wasn't sure of the year.
17:23:51 22	MR. SCHWARZ: No, it's a series of screenshots	17:27:12 22	Q. Right. Around 2008, you testified to
17:23:54 23	that have marks on it as well. So I doubt that that was --	17:27:15 23	something like that. Okay. Right.
17:23:58 24	MR. TOKE: I understand that.	17:27:52 24	Then go to the next page, please. You'll see
17:24:00 25	MR. SCHWARZ: So, no, it's not what you said it	17:28:01 25	there's a background photo that's kind of in sepia tone,
17:24:02 1	is.	17:28:07 1	that's kind of a pool or something like that. Do you see
17:24:04 2	MR. TOKE: Alright. Actually, I disagree. They	17:28:09 2	that photograph?
17:24:05 3	are. I will say that there are additional notes that are	17:28:10 3	A. Yes.
17:24:10 4	added to them.	17:28:11 4	Q. Okay. I'll represent to you that that is
17:24:11 5	Q. But take away the notes that we'll discuss,	17:28:13 5	another Wave taken photograph, which is of the Setai.
17:24:15 6	that have been added to these pages, but they are otherwise	17:28:18 6	Now, you would agree that the Setai is no longer,
17:24:19 7	screenshots from the ghmhotels.com website; correct?	17:28:22 7	as of today, managed by GHM; correct?
17:24:27 8	A. Save for the additional comments, I think it	17:28:24 8	A. Yes.
17:24:31 9	is.	17:28:24 9	Q. And when did that relationship end?
17:24:32 10	Q. Yes, okay. So, yes, again, just assume these	17:28:27 10	A. Some time in 2012.
17:24:38 11	additional comments in boxes are not part of these	17:28:31 11	Q. Some time in 2012. Okay.
17:24:44 12	documents, they are otherwise screenshots from the	17:28:37 12	Next page, please. Actually, not the next page,
17:24:50 13	ghmhotels.com website; yes? Correct?	17:28:40 13	the fifth page, please.
17:25:03 14	A. Sorry?	17:28:50 14	MR. SCHWARZ: Which one is that?
17:25:06 15	Q. Taking aside the additional boxes that have	17:28:53 15	MR. TOKE: If you look at the screenshot, there is
17:25:09 16	been added to these pages, these are otherwise screenshots	17:28:54 16	a "Page [blank] of 23". It actually says "7 of 23". Okay.
17:25:13 17	from the ghmhotels.com website; yes?	17:29:01 17	You'll see three photos that have photos in them with yellow
17:25:16 18	A. I replied that question. I said, save for the	17:29:08 18	boxes; yes?
17:25:18 19	additional comments, I think it is.	17:29:09 19	A. Yes.
17:25:20 20	Q. Okay. Good. And in particular it's actually	17:29:11 20	Q. The bottom photo is one of the Setai, I'll
17:25:22 21	a subpage that shows the various magazines, the GHM magazine	17:29:15 21	represent that to you, that was a photo taken by Wave.
17:25:26 22	that we talked about earlier; correct?	17:29:19 22	Directly above it is a photo of the Leela, again taken by
17:25:37 23	A. It seems like it.	17:29:23 23	Wave. And we both agree that both the Setai -- that GHM
17:25:38 24	Q. Okay. If you go to the third page, this is a	17:29:29 24	ceased managing the Setai in 2012; right?
17:25:53 25	picture -- it looks like a flower in a pot or something like	17:29:33 25	A. Yes.

17:29:34 1	Q. And the Leela in around 2008; right?	17:32:51 1	photographs from the Carcosa. Do you see where those notes say they are from the Carcosa?
17:29:37 2	A. Before 2008.	17:32:56 2	A. Yes.
17:29:39 3	Q. Before 2008. Sure.	17:32:58 3	Q. I'll represent those two are Wave taken
17:29:40 4	And then how about the Chiang Mai? That's no longer managed by GHM either; correct?	17:33:02 5	photographs, and the Carcosa is not managed by GHM any more; is that correct?
17:29:44 5	A. That's correct.	17:33:06 6	A. That's correct.
17:29:47 6	Q. And when did that relationship end?	17:33:07 8	Q. When did that relationship end?
17:29:49 8	A. I said it was some time late 2013.	17:33:09 9	A. I do not recollect.
17:29:54 9	Q. 2013. Okay. Late 2013. Okay.	17:33:10 10	Q. Okay. Would some time in 2009 sound about
17:29:57 10	Let's go to the page -- I think it's the next page, that says "10 of 23". Do you see that one?	17:33:17 11	right?
17:30:02 11	A. Yes.	17:33:21 12	A. That would be a good estimate but I cannot remember.
17:30:06 12	Q. Okay. Bottom right, that's another photo from the Leela, and in fact it says "The Leela" at the corner there, right, the top left corner of the photograph says it's "The Leela".	17:33:24 14	Q. Okay. That's a good estimate.
17:30:07 13	A. Yes.	17:33:25 15	A. Yes.
17:30:13 14	Q. Again, The Leela, GHM stopped managing The Leela in 2008; right?	17:33:26 16	Q. Okay.
17:30:17 15	A. Yes.	17:33:30 17	Let's go to the next page --
17:30:22 16	Q. Or before 2008.	17:33:39 18	MR. SCHWARZ: Which is?
17:30:25 17	The next page, which says in the same top of the screenshot, "12 of 23", I will represent this is another photo taken by Wave that is subject to a copyright registration, of The Leela, or at The Leela.	17:33:40 19	MR. TOKE: Which is 22 of 23.
17:30:25 18	A. That's correct.	17:33:42 20	Q. On the right, the right column, there are three photographs that these notes that the plaintiff has added to the page indicate photographs of the Chiang Mai.
17:30:29 19	Q. And when did that relationship end, again?	17:33:45 21	These, I can also represent, are Wave taken photographs of the Chiang Mai, and the Chiang Mai also is not represented
17:30:31 20	A. I can't remember exactly. Some time 2010 or 2011.	17:33:48 22	by GHM any more; correct?
17:30:31 21	Q. 2010 or 2011. Okay.	17:33:54 23	
17:30:33 22	Next page, 18 of 23, the photo on the left is of The Setai. Again, you testified -- of The Setai.	17:33:57 24	
17:30:39 23	And that was a photograph taken by Wave.	17:34:01 25	
17:30:43 24	Go to the next page, 20 of 23. You'll see three boxes on the left-hand side, each of them pointing to the photographs directly to the right, and those three I will represent are also photographs taken by Wave of The Setai.		
17:30:47 25	And then on the right there's a box that indicates it's a picture of The Legian and The Club at The Legian.		
	I will represent this is a photograph taken by Wave.		
17:31:06 3	And The Legian and The Club at Legian are also no longer managed by GHM; correct?		
17:31:11 4	A. It is being managed by GHM.		
17:31:12 5	Q. Oh, pardon me. Never mind.		
17:31:16 6	Next page, 21 of 23, there's three photographs of The Leela that are pointed out that are Wave photographs.		
17:31:20 7	And then to the right there's actually -- there are two		
17:30:54 1	And the next page, 13 of 23, I will represent that this is a photograph taken by Wave of the Datai, and the Datai is also no longer represented by GHM; correct?	17:34:04 1	A. That's correct.
17:30:58 2	A. That's correct.	17:34:05 2	Q. When did that relationship end, again?
17:31:06 3	Q. And when did that relationship end, again?	17:34:07 3	A. Some time late 2013.
17:31:11 4	A. I can't remember exactly. Some time 2010 or 2011.	17:34:09 4	Q. Late 2013. Okay.
17:31:12 5	Q. 2010 or 2011. Okay.	17:34:16 5	Let's go to the third to the last page. It's a page that has a box in it that says "Page Info".
17:31:16 6	Next page, 18 of 23, the photo on the left is of The Setai. Again, you testified -- of The Setai.	17:34:35 6	MR. SCHWARZ: 23 of 23?
17:31:20 7	And that was a photograph taken by Wave.	17:34:44 7	MR. TOKE: 23 of 23 is what it says, yes.
17:31:24 9	Go to the next page, 20 of 23. You'll see three boxes on the left-hand side, each of them pointing to the photographs directly to the right, and those three I will represent are also photographs taken by Wave of The Setai.	17:34:46 8	MR. SCHWARZ: There are two of them. I'm just trying to see if they are different.
17:31:28 10	And then on the right there's a box that indicates it's a picture of The Legian and The Club at The Legian.	17:34:49 9	MR. TOKE: They are a little different. I want to look at the one that has a red box around the word "Modified" and a date.
17:31:34 11	I will represent this is a photograph taken by Wave.	17:34:53 11	MR. SCHWARZ: Okay.
17:31:39 12	And then on the right there's a box that indicates it's a picture of The Legian and The Club at The Legian.	17:34:54 12	MR. TOKE: Okay.
17:31:44 13	I will represent this is a photograph taken by Wave.	17:34:57 13	Q. So do you see where it says "Modified: 1 April 2014"?
17:31:51 14	And then on the right there's a box that indicates it's a picture of The Legian and The Club at The Legian.	17:35:03 14	A. Yes.
17:31:56 15	I will represent this is a photograph taken by Wave.	17:35:05 15	Q. Okay. This would indicate that these pages were modified on that date, last modified on that date; correct?
17:32:04 16	And then on the right there's a box that indicates it's a picture of The Legian and The Club at The Legian.	17:35:07 16	A. I'm not an IT professional. I am not sure whether the modification here means that the pages were modified at that time and date or that particular web page was modified at that time and date.
17:32:08 17	I will represent this is a photograph taken by Wave.	17:35:11 17	
17:32:13 18	And The Legian and The Club at Legian are also no longer managed by GHM; correct?	17:35:12 18	
17:32:16 19	A. It is being managed by GHM.	17:35:14 19	
17:32:21 20	Q. Oh, pardon me. Never mind.	17:35:18 20	
17:32:23 21	Next page, 21 of 23, there's three photographs of The Leela that are pointed out that are Wave photographs.	17:35:24 21	
17:32:26 22	And then to the right there's actually -- there are two	17:35:26 22	
17:32:35 23		17:35:29 23	
17:32:40 24		17:35:33 24	
17:32:46 25		17:35:45 25	

<p>17:35:49 1 Q. Okay. I can represent to you -- well, at the 17:36:03 2 very least we know something was done to these pages on 17:36:07 3 April 1, 2014; correct?</p> <p>17:36:10 4 A. Can you clarify? When you say "these pages"?</p> <p>17:36:14 5 Q. These pages that we've just looked at.</p> <p>17:36:19 6 Because if you look at it, it says "Layout 1 - ghm_no1".</p> <p>17:36:24 7 And if you -- right at the top of this box, "Layout 1 - 17:36:28 8 ghm_no1.pdf"?"</p> <p>17:36:33 9 A. Yes.</p> <p>17:36:35 10 Q. And when we look at the first page, it looks 17:36:39 11 like what these are, are actually pdf documents that you can 17:36:44 12 actually click on and download each of these photos -- each 17:36:53 13 of these magazines. Would you agree with that?</p> <p>17:36:58 14 A. Yes, to what you just mentioned, yes.</p> <p>17:37:01 15 Q. Okay. Because you've been to this part of the 17:37:04 16 website before, haven't you?</p> <p>17:37:08 17 A. To this page of the website, yes.</p> <p>17:37:10 18 Q. Okay.</p> <p>17:37:11 19 MR. SCHWARZ: The witness is indicating the front 17:37:13 20 page.</p> <p>17:37:14 21 A. Yes, I'm looking at the front.</p> <p>17:37:16 22 BY MR. TOKE:</p> <p>17:37:16 23 Q. This is basically pdfs of the each of the 17:37:19 24 magazines that GHM has produced; yes?</p> <p>17:37:22 25 A. Yes.</p>	<p>17:38:40 1 A. I have no idea. Way before I joined. 17:38:42 2 Q. Way before you joined. Okay. 17:38:45 3 You would agree that this is -- I can represent to 17:38:48 4 you that these pages were actually pulled off of the GHM 17:38:54 5 website on September 14, 2015. So I don't know, what is 17:39:00 6 today -- today is the 22nd, so a little over a week ago 17:39:09 7 these pages were pulled off the GHM website. 17:39:13 8 You would agree that with regard to all of the 17:39:16 9 photographs that we looked at, with the exception of that 17:39:18 10 Chedi Club one, I apologize for that, but all of the other 17:39:23 11 ones are from hotels that are no longer managed by GHM; 17:39:28 12 correct?</p> <p>17:39:28 13 A. Yes.</p> <p>17:39:29 14 Q. And you testified earlier that post 17:39:30 15 termination -- well, you testified that the hotels own all 17:39:34 16 the photographs, the copyrights to the photographs owned by 17:39:37 17 Wave; correct?</p> <p>17:39:37 18 A. Yes.</p> <p>17:39:38 19 Q. That was your understanding; right?</p> <p>17:39:41 20 A. Yes.</p> <p>17:39:41 21 Q. Okay. So -- and you also testified that post 17:39:45 22 termination GHM was not allowed to use any of the 17:39:48 23 photographs that were owned by the hotels; correct?</p> <p>17:39:56 24 MR. SCHWARZ: Objection. Without authorization, 17:39:57 25 I think she said.</p>
<p>17:37:23 1 Q. And you can click on any one of these, right, 17:37:27 2 and it will download the pdf of that magazine; correct?</p> <p>17:37:31 3 A. I believe so.</p> <p>17:37:34 4 Q. Okay. And so, when we look at the second 17:37:36 5 page, it looks like there must have been some sort of 17:37:39 6 hovering over the "Issue 1", because it's blacked out and it 17:37:43 7 says "Click to download". Right?</p> <p>17:37:46 8 MR. SCHWARZ: Where is this?</p> <p>17:37:48 9 MR. TOKE: Second page.</p> <p>17:37:54 10 MR. SCHWARZ: Yes.</p> <p>17:37:55 11 BY MR. TOKE:</p> <p>17:37:55 12 Q. Then we go to the third page and it says 17:37:58 13 "No. 1" on the cover of the magazine; right?</p> <p>17:38:04 14 A. Yes.</p> <p>17:38:05 15 Q. This suggests this was magazine No. 1 of GHM 17:38:08 16 and that this -- the following pages are the pdf file that 17:38:15 17 comprises this magazine No. 1; yes?</p> <p>17:38:20 18 MR. SCHWARZ: Some of the pages, yes.</p> <p>17:38:22 19 MR. TOKE: Okay. I'm asking the witness. But 17:38:24 20 okay.</p> <p>17:38:27 21 Q. Or at least some of the pages of the magazine; 17:38:30 22 correct?</p> <p>17:38:30 23 A. Yes, that's correct.</p> <p>17:38:34 24 Q. Do you have a sense of when magazine No. 1 17:38:37 25 would have come out?</p>	<p>17:40:00 1 MR. TOKE: For the purposes of my question, 17:40:02 2 without authorization.</p> <p>17:40:04 3 Q. So it was not allowed to without 17:40:06 4 authorization; correct?</p> <p>17:40:08 5 A. Yes.</p> <p>17:40:10 6 Q. So, if you didn't have authorization, this 17:40:14 7 would be an infringement today, wouldn't it?</p> <p>17:40:17 8 MR. SCHWARZ: Objection. That calls for a legal 17:40:18 9 conclusion.</p> <p>17:40:19 10 MR. TOKE: Okay. You have stated your objection.</p> <p>17:40:22 11 Q. You can answer.</p> <p>17:40:31 12 A. The way I look at it, this magazine was 17:40:36 13 produced when we are managing the hotels.</p> <p>17:40:39 14 Q. You know that for a fact?</p> <p>17:40:40 15 A. No reason for us to -- no reason for GHM to 17:40:43 16 feature a hotel that it doesn't manage for free publicity in 17:40:50 17 its magazine. It just doesn't make sense.</p> <p>17:40:54 18 Q. That wasn't my question. My question was: 17:40:56 19 This is a publication of these photographs on the GHM 17:40:59 20 website; correct?</p> <p>17:41:03 21 MR. SCHWARZ: Objection to that question. It also 17:41:05 22 calls -- I think you are using that as a legal principle and 17:41:08 23 I'm objecting to the form of the question because that calls 17:41:11 24 for a legal conclusion.</p> <p>17:41:13 25 MR. TOKE: Okay. That's fine.</p>

17:41:15 1	Q. You can go ahead and answer the question.	17:46:26 1	MR. TOKE: Read the question again, please.
17:41:17 2	A. No, I don't think this is a publication of the	17:46:26 2	(Question read back.)
17:41:20 3	photographs on the GHM website.	17:46:43 3	Q. What I'm asking you, again, is you were not
17:41:21 4	Q. You don't think so? Okay. But this was --	17:46:46 4	aware of any authorizations from any of these terminated
17:41:24 5	A. Per my knowledge, I don't think so.	17:46:49 5	hotels to use any of the photographs taken by Wave of those
17:41:26 6	Q. This exists on the GHM website; correct?	17:46:53 6	hotels?
17:41:41 7	A. Yes.	17:46:55 7	A. I said I do not know.
17:41:42 8	Q. Okay. Are you aware of any authorization from	17:46:58 8	Q. Okay. Let's look at this document. This is
17:41:47 9	any of these hotels that are no longer managed by GHM to	17:47:19 9	going to be the next in order. This is number 44.
17:41:50 10	have these photographs on the GHM website?	17:47:22 10	(Exhibit 44 marked for identification)
17:42:05 11	A. I'm not sure if there are or not.	17:47:23 11	MR. SCHWARZ: If I can just ask a question: Is
17:42:07 12	Q. So you do not know?	17:47:25 12	the exercise going to be that we are going to look at each
17:42:09 13	A. Prior to my time, nothing unusual.	17:47:29 13	one of the magazines?
17:42:11 14	Q. I'm talking about now. Actually, I'm talking	17:47:30 14	MR. TOKE: No. I mean, we could, but I don't
17:42:15 15	about since the date that each of these properties	17:47:33 15	think that's worthwhile.
17:42:18 16	terminated GHM.	17:47:35 16	MR. SCHWARZ: I agree.
17:43:23 17	A. Is your question in relation to the photos	17:47:36 17	MR. TOKE: We have established that --
17:43:27 18	here specific?	17:47:38 18	MR. SCHWARZ: Okay, that's fine.
17:43:33 19	Q. Any photos of these hotels.	17:47:40 19	MR. TOKE: No, I --
17:43:39 20	MR. SCHWARZ: Okay, so I need to know, what was	17:47:42 20	MR. SCHWARZ: I just asked if we are going to do
17:43:41 21	the original question? I've lost the original question.	17:47:43 21	all of them. But we're not, so we can move on.
17:44:01 22	(Question read back.)	17:47:47 22	MR. TOKE: Okay. But I will represent that there
17:44:04 23	A. That's what I'm asking. I assume that your	17:47:48 23	are photographs just like that in all of them.
17:44:07 24	question only revolves around the photographs produced by --	17:48:48 24	What's been marked here as exhibit 44, similar to
17:44:12 25	any photographs produced by Wave?	17:48:57 25	exhibit 43, are screenshots of pages from the GHM Sparrow

17:44:15 1	BY MR. TOKE:	17:49:04 1	website, with the exception of some additional boxes and
17:44:15 2	Q. Yes.	17:49:07 2	commentary that have been added by the plaintiff.
17:44:16 3	A. Yes?	17:49:11 3	Can we agree on that?
17:44:17 4	Q. Yes.	17:49:14 4	A. Yes.
17:44:46 5	A. I'm not sure if there is.	17:49:15 5	Q. Okay.
17:44:48 6	Q. You testified earlier that one of your main	17:49:19 6	The first page is a photograph, I will represent
17:44:50 7	functions at GHM is legal; correct?	17:49:24 7	to you, is of the Chedi Chiang Mai that was taken by Wave.
17:44:53 8	A. Yes.	17:49:32 8	And, as you've already testified, the Chedi Chiang Mai is no
17:44:55 9	Q. So if there were any legal authorization from	17:49:37 9	longer represented by GHM; correct?
17:44:58 10	any of these hotels to use any of the photos taken by Wave	17:49:40 10	A. Yes.
17:45:03 11	post termination of GHM's services, you would know about it,	17:49:41 11	Q. And that relationship ended some time at the
17:45:07 12	wouldn't you?	17:49:43 12	end of 2013; right?
17:45:24 13	A. I should.	17:49:45 13	A. Yes.
17:45:24 14	Q. And you don't know of any, do you?	17:49:46 14	Q. Okay. I can represent to you that this is a
17:45:42 15	A. Not in relation to the photographs that we're	17:49:50 15	page from the GHM Sparrow website that was pulled off of the
17:45:45 16	looking at right now.	17:49:56 16	website on September 14, 2015 -- again, just over a week
17:45:46 17	Q. As to any other photographs that were taken by	17:50:01 17	ago.
17:45:49 18	Wave of these hotels?	17:50:04 18	Have you been on the GHM Sparrow website?
17:46:08 19	A. I have answered your question in relation to	17:50:09 19	A. No.
17:46:10 20	these photographs.	17:50:10 20	Q. You have not?
17:46:11 21	Q. No, I'm asking you a different question and	17:50:31 21	You know you are listed as one of the executives
17:46:13 22	you should answer it. Please read the question.	17:50:34 22	of GHM Sparrow; right?
17:46:16 23	(Question read back.)	17:50:36 23	A. Yes.
17:46:23 24	MR. SCHWARZ: Okay. Then I object to the form of	17:50:36 24	Q. What is your title at GHM Sparrow?
17:46:24 25	the question because that question makes no sense.	17:50:47 25	A. Chief financial officer.

<p>17:50:49 1 Q. You're the chief financial officer of GHM</p> <p>17:50:52 2 Sparrow. Okay.</p> <p>17:50:54 3 So this photograph was pulled a little over a week</p> <p>17:50:59 4 ago, and you would agree that it is of a property that is no</p> <p>17:51:03 5 longer managed by GHM; correct?</p> <p>17:51:05 6 A. Correct.</p> <p>17:51:06 7 Q. And GHM isn't actually -- GHM Sparrow is a</p> <p>17:51:11 8 separate company from GHM; correct?</p> <p>17:51:16 9 A. It's a joint venture.</p> <p>17:51:19 10 Q. That wasn't the question. It is a separate</p> <p>17:51:21 11 company from GHM; correct? It's not GHM; right?</p> <p>17:51:32 12 A. I'm not getting your question. When you say</p> <p>17:51:34 13 it's not GHM?</p> <p>17:51:37 14 Q. I think you testified earlier that GHM Sparrow</p> <p>17:51:40 15 is a joint venture between Sparrow and GHM; correct?</p> <p>17:51:45 16 A. I did.</p> <p>17:51:46 17 Q. But what is the -- but the company is called</p> <p>17:51:49 18 GHM Sparrow Asset Management Ltd.; correct?</p> <p>17:51:52 19 A. Yes.</p> <p>17:51:53 20 Q. That's a separate company from GHM; correct?</p> <p>17:51:57 21 A. That's what I said, it's a joint venture.</p> <p>17:52:00 22 Q. I understand. But it is not the same entity,</p> <p>17:52:02 23 it's not the same corporate entity, as GHM; correct?</p> <p>17:52:16 24 A. I don't understand what you said by different</p> <p>17:52:19 25 corporate entity. To me, it's a different legal entity.</p>	<p>17:55:06 1 A. From what I see, the website was last modified</p> <p>17:55:09 2 on 17 August 2012 at 8:17:40 pm.</p> <p>17:55:14 3 Q. That's right. So -- but at some point, a</p> <p>17:55:18 4 little over a year after that, GHM no longer had the rights</p> <p>17:55:22 5 to use the photograph, unless there was some other written</p> <p>17:55:26 6 authorization; correct?</p> <p>17:55:28 7 MR. SCHWARZ: Objection. Calls for a legal</p> <p>17:55:28 8 conclusion. You can answer it.</p> <p>17:55:32 9 A. I would say late 2013 up to now we do not</p> <p>17:55:37 10 manage this hotel any more.</p> <p>17:55:40 11 BY MR. TOKE:</p> <p>17:55:41 12 Q. Right. So after that point GHM no longer had</p> <p>17:55:45 13 authorization to use this photograph; correct?</p> <p>17:56:11 14 A. That's correct.</p> <p>17:56:12 15 Q. And GHM Sparrow never had an agreement with</p> <p>17:56:16 16 the Chedi Chiang Mai to have authorization to use this</p> <p>17:56:21 17 photograph, isn't that correct?</p> <p>17:56:22 18 A. I have no idea.</p> <p>17:56:23 19 Q. You have no idea. Okay.</p> <p>17:56:24 20 But you said there are no contracts between GHM</p> <p>17:56:27 21 Sparrow and the Chedi Chiang Mai?</p> <p>17:56:30 22 A. Not that I know of.</p> <p>17:56:32 23 Q. Okay. And during the time that GHM was</p> <p>17:56:36 24 managing any of these hotel properties, based on what you've</p> <p>17:56:44 25 testified your understanding of the copyright ownership of</p>
<p>17:52:22 1 Q. Good enough. And GHM Sparrow doesn't provide</p> <p>17:52:25 2 any management services; correct?</p> <p>17:52:43 3 A. No.</p> <p>17:52:44 4 Q. And GHM Sparrow doesn't have any agreements</p> <p>17:52:48 5 with any of the -- well, it doesn't have any agreements with</p> <p>17:52:53 6 the Chedi Chiang Mai; right?</p> <p>17:53:04 7 A. Not GHM Sparrow, no.</p> <p>17:53:07 8 Q. That's what my question was. Okay.</p> <p>17:53:12 9 Well, and GHM doesn't any more either; right?</p> <p>17:53:17 10 A. Presently, as we speak, no.</p> <p>17:53:19 11 Q. Okay. That's right.</p> <p>17:53:23 12 And it hasn't since late 2013; right?</p> <p>17:53:25 13 A. That's correct.</p> <p>17:53:28 14 Q. So at some point after -- well, isn't it true</p> <p>17:53:35 15 that GHM probably gave this photograph to GHM Sparrow; isn't</p> <p>17:53:40 16 that correct?</p> <p>17:54:18 17 A. Probably, yes.</p> <p>17:54:20 18 Q. And you would agree that this is a photograph</p> <p>17:54:27 19 that as of late 2013, based on your understanding that the</p> <p>17:54:33 20 hotels own the copyrights to the photographs taken by Wave,</p> <p>17:54:36 21 that as of late 2013 GHM didn't have authorization to use</p> <p>17:54:42 22 this photograph? Correct?</p> <p>17:54:56 23 A. We didn't use this photograph in 2013.</p> <p>17:55:01 24 Q. Now, this is from a week ago on GHM Sparrow's</p> <p>17:55:06 25 website.</p>	<p>17:56:47 1 the photographs, which is the hotels own the photographs,</p> <p>17:56:51 2 was GHM authorized to use the photographs that were taken by</p> <p>17:56:58 3 Wave?</p> <p>17:57:01 4 A. I missed that.</p> <p>17:57:23 5 (Question read back.)</p> <p>17:57:28 6 A. When they are managing the properties? This</p> <p>17:57:30 7 is your question?</p> <p>17:57:32 8 Q. Mm-hm.</p> <p>17:57:34 9 A. When we are managing the properties we are the</p> <p>17:57:39 10 ones putting together the marketing collaterals. So, of</p> <p>17:57:43 11 course, by virtue of the work we get to use the photos.</p> <p>17:57:47 12 Q. And what is GHM allowed to do with the photos?</p> <p>17:58:03 13 A. In broad sense, sales and marketing of the</p> <p>17:58:06 14 property --</p> <p>17:58:10 15 Q. So the kinds of --</p> <p>17:58:11 16 A. -- promotion of the property.</p> <p>17:58:13 17 Q. So the kinds of collateral that Wave created?</p> <p>17:58:32 18 A. When you say collaterals that Wave created,</p> <p>17:58:35 19 what are we looking at?</p> <p>17:58:37 20 Q. Well, as an example, and I don't mean you to</p> <p>17:58:42 21 limit it just to this, but as an example, brochures,</p> <p>17:58:45 22 banners, promotional DVDs, anything that might include</p> <p>17:58:50 23 photographs.</p> <p>17:58:52 24 MR. SCHWARZ: What was the underlying -- I lost</p> <p>17:58:53 25 the underlying question. What's the underlying question?</p>

17:59:29 1	(Question read back.)	10:04:13 1	other third parties to use on their websites?
17:59:31 2	A. Yes.	10:04:38 2	A. Third parties, I assume, are parties not related to GHM?
17:59:31 3	BY MR. TOKE:	10:04:43 3	Q. Right, or the hotels.
17:59:32 4	Q. Anything else that GHM was allowed to do to --	10:04:46 5	A. No. I mean, when you say GHM gives the photographs to third parties to use, who are these third parties?
17:59:36 5	let me rephrase that.	10:04:55 8	Q. People who are not related to GHM or companies that are not related to GHM or the hotels.
17:59:38 6	Any other uses of the Wave photographs that GHM was allowed to do to, in this broad sense, market the	10:04:58 9	A. The question was: Can GHM give?
17:59:43 7	hotels?	10:05:37 10	Q. Yes.
17:59:47 8	A. Do you have specific examples?	10:05:40 11	A. The way I would answer, if giving of these photos are still in line with the broad sense of wanting to promote the brand and the hotel, I would say yes.
17:59:59 9	Q. I'm asking you.	10:05:55 15	Q. Okay.
18:00:02 10	A. I would say in the broad sense we are allowed to use it for the promotion, for the brand, for the hotel.	10:05:57 16	A. I'm sorry, I'm not finished. I would say, yes, GHM can.
18:00:13 11	Q. What I'm asking is: You said that that means that GHM could use them for creating the marketing	10:06:03 18	Q. Would that end when the relationship is terminated, since the hotels own the photographs, in your understanding?
18:00:15 12	collaterals like the kind that Wave created for the hotels; right?	10:06:05 19	A. Yes.
18:00:21 13	MR. SCHWARZ: Objection. That's not what she said.	10:06:18 20	Q. It would have. Okay.
18:00:25 14	BY MR. TOKE:	10:06:22 21	And where in these agreements is there an authorization for GHM to use the photographs -- pardon me,
18:00:29 15	Q. How is that not correct?	10:06:25 23	to give the photographs to third parties for this broad
18:00:34 16	A. I said we can use it for the promotion of the brand and of the hotel.	10:07:03 24	
18:00:36 17	Q. Right. I understand that. And I was trying to clarify -- to understand what that means. That's all I'm trying to understand. So one of the things that it means is	10:07:10 25	
18:00:38 18			
18:00:40 19			
18:00:41 21			
18:00:44 22			
18:00:46 23			
18:00:48 24			
18:00:52 25			
18:00:56 1	GHM could have marketing collateral, like the kind Wave did, created for the hotels; correct?	18:07:15 1	promotional sense? Can you point me to the provision within the agreements?
18:01:01 2	A. Including but not limited to.	18:07:29 3	MR. SCHWARZ: So which question -- that's two
18:01:04 3	Q. Right. I'm just saying including, I'm not saying limited.	18:07:31 4	questions. It's not fair. It's not fair.
18:01:07 4	So, what else could -- so, we've now said, yes, GHM was authorized to create these kinds of collaterals like the kinds Wave created. What else could GHM do with the photographs?	18:07:33 5	MR. TOKE: Sorry. Fine.
18:01:10 5	A. Another example would be on the website.	18:07:35 6	Let's go with the second question. In fact, I'll rephrase it.
18:01:11 6	Q. Whose website? Are you talking about GHM's website?	18:07:38 7	Q. Can you point me to the terms of these agreements where there's an authorization given from the hotel to GHM to use any photographs created by Wave or any photographs for the purposes of the general promotion?
18:01:14 7	A. If GHM is managing the property, on GHM's website.	18:08:01 12	MR. SCHWARZ: Like I said, I'm going to object to the form. Now I'm not sure, did it include created by Wave or not created by Wave? Did you put both?
18:01:17 8	Q. Okay. So, until the time that GHM is no longer representing or managing the property, it can use it on its website; correct?	18:08:03 13	MR. TOKE: I mean it to include Wave.
18:01:21 9	A. That's my understanding.	18:08:08 14	MR. SCHWARZ: Okay. Would you mind reading it back, so I understand it.
18:01:39 10	Q. Okay. Anything else they could do?	18:08:36 18	(Question read back.)
18:01:41 11	A. I don't know whether I would be able to pinpoint examples at this time.	18:08:38 19	A. I believe earlier I -- in answer to your
18:01:47 12	Q. So you're not aware of anything else that they could do?	18:08:43 20	earlier question, there was somewhere where I testified that there is nowhere in the agreements that specified clearly as to the photographs in particular. So then naturally I would not be able to point any particular reference that gives the authorization.
18:01:55 13	A. I can't think of specific examples.	18:08:47 21	
18:01:58 14	Q. For example, could GHM give the photos to	18:08:50 22	
18:01:59 15		18:08:59 23	
18:02:01 16		10:09:04 24	
18:02:05 17		10:09:04 25	But in the course, when I say that GHM would need
18:02:07 18			
18:02:09 19			
18:03:20 20			
18:03:24 21			
18:03:27 22			
18:03:29 23			
18:04:04 24			
18:04:09 25			

18:09:11 1 to use the photographs to promote a hotel, and I would say 18:09:16 2 that take normal human nature that you will not book a hotel 18:09:27 3 without even knowing how the hotel looks like. 18:09:35 4 MR. TOKE: Okay. Let's take a break. We need to 18:09:39 5 switch the -- 18:09:42 6 MR. SCHWARZ: How much time has gone? 18:09:44 7 VIDEOGRAPHER: This marks the end of tape number 6 18:09:46 8 in the deposition of Monica Chng. Going off the record. 18:09:52 9 The time is 6:09 p.m. 18:09:57 10 (6:09 p.m.) 18:10:01 11 (Recess taken.) 18:17:38 12 (6:17 p.m.) 18:18:04 13 VIDEOGRAPHER: Back on the record. 18:18:11 14 This marks the beginning of tape number 7 in the 18:18:14 15 deposition of Monica Chng. The time is 6:18 p.m. 18:18:22 16 MR. TOKE: Okay. I have no further questions at 18:18:25 17 the moment. 18:18:26 18 But we reserve the right to use the remainder of 18:18:31 19 our time to call back this witness at some other time, 18:18:34 20 especially in light of the fact that the documents that were 18:18:37 21 produced, the sales agreements, were heavily redacted and we 18:18:42 22 may seek leave of the court to have those documents produced 18:18:46 23 without redactions and to call back the witness to discuss 18:18:49 24 the documents in unredacted form, as well as because this 18:18:57 25 30(b)(6) witness was not knowledgeable about 13 of the 26	18:20:20 1 witness to come back, other than the two that you're 18:20:25 2 specifically -- 18:20:26 3 MR. TOKE: I'm not saying that. When you reserved 18:20:28 4 the rest of your time with regard to plaintiff, you did not 18:20:31 5 limit yourself to additional -- in terms of the questions 18:20:34 6 that you had. 18:20:36 7 MR. SCHWARZ: No, no, no. That day stopped 18:20:39 8 because it was the end of the day and everybody wanted to 18:20:41 9 stop. We're here. If you want to go more, then you go 18:20:46 10 more. We're in Singapore and if you have more questions, 18:20:49 11 you have to ask them. You can't stop now, except for the 18:20:52 12 things that you have reserved on, that I understand. 18:20:55 13 MR. TOKE: No. All I'm saying is if -- all I'm 18:20:58 14 saying is we are reserving our time with regard to these 18:21:02 15 issues. If there are other issues that come up as a result 18:21:06 16 of these or ancillary to anything, absolutely. I'm 18:21:10 17 reserving it. You can argue against it and that's fine. 18:21:13 18 But I'm just saying that I do not have any more questions 18:21:17 19 for this witness today, based on the fact that I don't have 18:21:20 20 the documents in the form that I would have wanted them, 18:21:22 21 but -- or other documents that may be produced in the 18:21:25 22 future. So if there are any documents that are, I should 18:21:28 23 have a chance to talk to this witness. 18:21:31 24 I understand we're in Singapore, but these 18:21:33 25 documents were produced a week ago, and so -- yes, that's
18:19:01 1 topics on the deposition notice, as well as the fact that 18:19:04 2 this witness has identified that there were sales office 18:19:08 3 contracts that were not produced in response to outstanding 18:19:14 4 discovery from plaintiff. 18:19:16 5 So we reserve all our rights with regard to that, 18:19:19 6 as well as to seek more time with this witness based on 18:19:22 7 whatever comes out of these other objections. 18:19:24 8 MR. SCHWARZ: So there is more time here today. 18:19:27 9 And I understand the objection about the redacted 18:19:31 10 documents -- I disagree but I understand that and we will 18:19:34 11 discuss that with the judge if you want to. I don't 18:19:37 12 understand -- or I disagree with your statement that the 18:19:39 13 witness was not knowledgeable about certain categories. 18:19:43 14 That's your opinion. Feel free to express your opinion. 18:19:46 15 But you've said you have no more questions, except 18:19:50 16 with respect to the redacted materials, and I think you said 18:19:54 17 with respect to one other thing -- I can't remember that. 18:19:59 18 MR. TOKE: The sales office contracts. 18:20:03 19 MR. SCHWARZ: The sales office contracts. And I'm 18:20:06 20 not sure what relevance the sales office contracts would 18:20:09 21 have to this particular case, unless you're talking about 18:20:12 22 jurisdiction. 18:20:13 23 MR. TOKE: I am. 18:20:15 24 MR. SCHWARZ: Okay, so I understand that. 18:20:16 25 Other than that, there is no grounds to ask this	18:21:38 1 it. And, like I said, the witness said that she did not 18:21:42 2 have knowledge about half the topics. I'm not saying that 18:21:46 3 she isn't knowledgeable, she said she didn't know. She did. 18:21:50 4 Anyway, we've said what we need to say on the 18:21:52 5 record and that's it. 18:21:54 6 MR. SCHWARZ: Just for the record, I just totally 18:21:56 7 disagree with your statement that the witness was not 18:21:58 8 knowledgeable. She answered every question that you gave to 18:22:02 9 her. And that's it. The record speaks for itself. Thank 18:22:06 10 you very much. 18:22:07 11 MR. TOKE: Thank you. 18:22:09 12 VIDEOGRAPHER: This marks the end of tape number 7 18:22:11 13 in the deposition of Monica Chng. 18:22:13 14 Going off the record. The time is 6:22 p.m. 18:22:19 15 (6:22 p.m.) 18:22:24 16 (Whereupon the deposition concluded) 18: 19: 20: 21: 22: 23: 24: 25:

## 1 CERTIFICATE OF DEPONENT

2  
 3 I, MONICA CHLOE CHNG, hereby certify that I have read the  
 4 foregoing pages, numbered 1 through 193, of my deposition of  
 5 testimony taken in these proceedings on Tuesday, September  
 22, 2015, and, with the exception of the changes listed on  
 6 the next page and/or corrections, if any, find them to be a  
 7 true and accurate transcription thereof.

8  
 9  
 10 Signed: .....  
 11 Name: MONICA CHLOE CHNG  
 12 Date: .....

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## 1 CERTIFICATE OF COURT REPORTER

2  
 3 I, HELEN CASE, an Accredited Realtime Reporter with DTI  
 4 Global, Singapore, hereby certify that the testimony of the  
 5 witness MONICA CHLOE CHNG in the foregoing transcript,  
 6 numbered pages 1 through 193, taken on Tuesday, September  
 7 22, 2015, was recorded by me in machine shorthand and was  
 8 thereafter transcribed by me; and that the foregoing  
 9 transcript is a true and accurate verbatim record of the  
 10 said testimony.

11  
 12  
 13  
 14  
 15 I further certify that I am not a relative, employee,  
 16 counsel or financially involved with any of the parties to  
 17 the within cause, nor am I an employee or relative of any  
 18 counsel for the parties, nor am I in any way interested in  
 19 the outcome of the within cause.

20  
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 22  
 23  
 24  
 25  
 15 Signed: .....  
 16 HELEN CASE  
 17 Dated: .....

## 1 ERRATA

2 Deposition of MONICA CHLOE CHNG  
 3 Page/Line No. Description Reason for change

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23 Signed: .....  
 24 Name: MONICA CHLOE CHNG  
 25 Date: .....

CERTIFICATE OF DEPONENT

I, MONICA CHLOE CHNG, hereby certify that I have read the foregoing pages, numbered 1 through 193, of my deposition of testimony taken in these proceedings on Tuesday, September 22, 2015, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed: .....

Name: MONICA CHLOE CHNG

Date: .....

E R R A T A

Deposition of MONICA CHLOE CHNG

Page/Line No.	Description	Reason for change
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Dep - CA No.13-CV-09239-CS-PED

22 September 2015

## CERTIFICATE OF COURT REPORTER

I, HELEN CASE, an Accredited Realtime Reporter with DTI Global, Singapore, hereby certify that the testimony of the witness MONICA CHLOE CHNG in the foregoing transcript, numbered pages 1 through 193, taken on Tuesday, September 22, 2015, was recorded by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.



Signed:

HELEN CASE

Dated: October 6, 2015

# Exhibit “E”

Case 7:15-cv-03420-CS Document 43 Filed 07/02/15 Page 1 of 5

**Akin Gump**  
STRAUSS HAUER & FELD LLP

**ANTHONY T. PIERCE**  
+1 202.887.4411/fax: +1 202.887.4288  
apierce@akingump.com

July 2, 2015

VIA ELECTRONIC COURT FILING

Hon. Cathy Seibel  
United States Judge  
Charles L. Brieant United States Courthouse  
300 Quarropas St.  
White Plains, NY 10601-4150

Re: *The Wave Studio, LLC v. American Express Company*  
Case No. 7:15-CV-03420-CS

*The Wave Studio, LLC v. General Hotel Management Ltd., et al.*  
Case No. 7:13-CV-9239-CS-PED

Dear Judge Seibel:

This firm represents the defendant, American Express Company (“American Express” or “Defendant”) in *The Wave Studio, LLC v. American Express Company*, Case No. 7:15-CV-03420-CS. Pursuant to the Court’s ruling on June 18, 2015, we write in advance of the August 19, 2015 bench ruling to request a stay of its case now that it is consolidated with *The Wave Studio, LLC v. General Hotel Management Ltd., et al.*, Case No. 7:13-CV-9239-CS-PED (“GHM litigation”).

By way of background, on April 30, 2015, American Express and The Wave Studio, LLC (“Wave” or “Plaintiff”) consented to a transfer to the Southern District of New York. On May 4, 2015 this Court accepted this case and deemed it related to the GHM litigation pursuant to Local Civil Rule 13. On June 18, 2015, this Court consolidated the above captioned cases.

**GHM Litigation Stay**

In the GHM litigation, a stay was previously issued on July 2, 2014 as to all 58 defendants other than General Hotel Management Ltd. (“GHM”). The central claim in the GHM litigation is that GHM exclusively hired photographer, Junior Lee to photograph GHM properties. Amend. Compl., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. Apr. 23, 2014), ECF No. 7 at ¶ 73. As both GHM and Wave admit in their pre-motion letters for a stay in 2014, the crux of the GHM litigation is whether GHM had the right to use and distribute the Plaintiff’s photographs. Letter Mot. re: Conf., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED



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(S.D.N.Y. June 18, 2014), ECF No. 50 at 2. In the pre-motion hearing, GHM stated “the defendants in the case are our marketing partners who obtained these photographs because we wanted them to have them and we wanted them to market the hotel.” Conf. Tr., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. July 2, 2014), at 7-8. GHM went on to say about the defendants, “frankly, they’re innocent infringers, which is why we proposed this approach.” *Id.* at 8. GHM clarified that there were some defendants that did not receive the photographs directly from GHM. To determine which defendants were interconnected with GHM, the parties agreed to let GHM decipher which defendants were GHM partners. *Id.* at 12-13.<sup>1</sup> The parties acknowledged that without a stay the expenses of litigation would be astronomical because even the number of lawyers that would need to be present at deposition would be overwhelming. Further, without a stay all defendants would initiate cross-claims against GHM, which would further compound the cost of litigation and unnecessarily expend judicial resources.

Accordingly, in GHM’s June 26, 2014 letter, it stated “Plaintiff has no objection to litigating the issue of GHM’s purported rights to use and distribute Plaintiff’s intellectual property before addressing the purported rights of any other Defendants deriving therefrom . . .” Letter Mot. re: Resp. Def.’s Pre-Mot. Letter, *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. June 26, 2014), ECF No. 60 at 1. This Court issued a stay to allow GHM and Wave to resolve the issue of rightful ownership because it would be a dispositive ruling for the other defendants. Order, *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. June 26, 2014), ECF No. 67. Now, Wave claims to oppose a stay for American Express unless American Express can prove all of the photographs in its Complaint derived from GHM.

#### American Express’s Request for a Stay

The American Express litigation was consolidated with the GHM litigation because at least at this early stage, the central question in each is the same – whether Junior Lee retained the rights to her photographs. The purpose of the consolidation was to conserve judicial resources and avoid duplicating discovery efforts. This very purpose will be undermined if the stay does not apply to American Express.

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<sup>1</sup> Counsel for GHM stated: “To the extent the plaintiff wants us to identify who doesn’t belong in the case because they’re independent of GHM, I don’t have a problem with that being part of the discovery scope or I think just informally, and the point being the plaintiff may not want to stay the case as to those defendants because they’re not affected by the threshold issue.” Conf. Tr., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. July 2, 2014) at 12-13. Counsel for Plaintiff responded, “But we have no objection to staying the case as to those other defendants before we find out whether or not they should be proper parties pursuant to our original theory of the case.” *Id.* at 13. Notably, the Court asked counsel to repeat this statement and he did.



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All hotels at issue in the American Express litigation are or were managed or promoted by GHM. Further, the hotels are either named defendants in the GHM litigation or otherwise identified by Wave as GHM hotels in the GHM Amended Complaint. Amend. Compl., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. Apr. 23, 2014), ECF No. 7 at ¶ 10. Wave alleges in the American Express Complaint that photographs were improperly published on six websites.<sup>2</sup> American Express has advised Wave that at least three of the American Express-branded websites were hosted and/or managed by current or former defendants in the GHM litigation. These entities provided all images appearing on those sites. With respect to the FHR site, managed by American Express, the current or former GHM hotels themselves provided the images. American Express has explained to Wave that American Express' agreements with current defendants in the GHM litigation, like Orbitz Worldwide LLC ("Orbitz") and Travelocity.com LP ("Travelocity") contain indemnification provisions. Thus far, Orbitz has agreed to indemnify American Express for Wave's claims relating to the Orbitz-managed website. If the case proceeds against American Express, American Express will have to bring cross-claims against every potential indemnitor that are current defendants in the GHM litigation. In short, although American Express is the named party, the majority of any litigation would involve present or former defendants in the GHM litigation who are awaiting resolution of whether they were provided photographs by GHM lawfully.

Notably, neither Wave nor GHM have identified any evidence to suggest that the photographs allegedly improperly published on American Express-branded websites derive from any source other than GHM. And as Wave knows, GHM is in the process of determining which defendants are GHM-affiliated. There is every indication that the third parties that American Express received the photographs from received the photographs from GHM and thus are rightfully benefiting from the stay in the GHM litigation. If the stay does not apply to American Express, these same parties will now have to be involved in duplicative discovery alongside GHM.

#### Legal Authority

The Court has broad discretion to control pretrial procedures. *Trans World Airlines, Inc. v. Hughes*, 449 F.2d 51, 63 (2d Cir. 1971). A court "may decide in its discretion to stay civil proceedings pursuant to the power inherent in every court to control the disposition of the causes on its docket . . . [t]he party seeking a stay bears the burden of establishing its need. When

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<sup>2</sup> These websites are americanexpressfhr.com, amextravel.com, travel.americanexpress.com, go.americanexpress-travel.com, travelandleisure.com, and travelandleisureasia.com. Time Inc., is the current owner of travelandleisure.com and travelandleisureasia.com.



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considering whether to enter a stay, the basic goal is to avoid prejudice.” *Nautilus Neurosciences, Inc. v. Fares*, No. 13 CIV. 1078(SAS), 2013 WL 3009488, at \*2 (S.D.N.Y. June 14, 2013). This Circuit generally considers five factors when deciding whether to grant a stay pending the outcome of a related action: (1) the private interests of the Plaintiffs in proceeding expeditiously with the civil litigation as balanced against the prejudice to the Plaintiffs if delayed; (2) the private interests of and burden on the Defendants; (3) the interests of the courts; (4) the interests of persons not parties to the civil litigation; and (5) the public interest.” *GTFM, Inc. v. Park*, No. 02 CIV. 7020(DLC), 2002 WL 31890940, at \*2 (S.D.N.Y. Dec. 30, 2002) (citations omitted) (denying stay pending resolution of appeals in a related case). The burden is on “the movant to make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to someone else.” *Pippins v. KPMG LLP*, No. 11 CIV. 0377(CM), 2011 WL 1143010, at \*6 (S.D.N.Y. Mar. 21, 2011) (holding movant made no argument regarding hardship or inequity) (citing *Consol. Edison Co. of N.Y. v. United States*, 30 F.Supp.2d 385, 389 (S.D.N.Y.1998)) (internal citations omitted).

All five factors weigh in favor of granting American Express’s request for a stay. All parties will be best served by awaiting the resolution of the GHM dispute with Wave over ownership of the photographs. A stay of proceedings will preserve resources by, among other things preventing wasteful discovery into ownership, procurement, and use of the photographs when it is highly likely that only GHM has exposure here. Further, the interests of American Express, the other defendants, the Court, and the public plainly favor a stay, as proceeding with Wave’s claims against American Express will undermine the Court’s current stay. Specifically, proceeding with Wave’s claims against American Express will greatly prejudice American Express and the other defendants because it will commence the litigation of claims that are already stayed as to GHM defendants who hosted and/or managed the American Express-branded websites.

There is also no substantial burden or prejudice to Wave because the litigation against GHM is proceeding to determine who owns the rights to the photographs at issue, which will impact the rest of the defendants. Should Plaintiff prevail in demonstrating that it holds the copyright to the photographs at issue, nothing precludes Plaintiff from then litigating against the remaining defendants, including American Express to establish that Plaintiff’s copyright was subsequently infringed. Moreover, based on a similar analysis this Court granted a stay to which Wave formerly consented. Thus, it is in the interest of the Court to extend the stay as to American Express to maintain consistent outcomes.



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Based on the foregoing, American Express respectfully requests that this consolidated action be stayed until such time as the stay is lifted in the GHM litigation.

Respectfully submitted,

/s/ Anthony T. Pierce

cc: Nate Garhart, Cobalt, LLP, Counsel for Plaintiff  
Vijay K. Toke, Cobalt, LLP, Counsel for Plaintiff

# Exhibit “F”

## BURNS & LEVINSON LLP

DAVID M. LOSIER  
617.345.3644  
DLOSIER@BURNSLEV.COM

125 SUMMER STREET BOSTON, MA 02110  
T 617.345.3000 F 617.345.3299  
BURNSLEV.COM

March 25, 2014

VIA ELECTRONIC MAIL [info@ghmhotels.com](mailto:info@ghmhotels.com) [ghmusua@ghmhotels.com](mailto:ghmusua@ghmhotels.com)

Corporate Office  
General Hotel Management Ltd.  
#04-02 Tourism Court  
1 Orchard Spring Lane  
Singapore 247729

*Re: The Wave Studio LLC v. General Hotel Management Ltd.  
Civil Docket SDNY, 13CV9239*

Dear Sir/Madam:

This letter shall serve as formal notice from Questex Media Group LLC's and fivestaralliance.com's (collectively "fivestaralliance") claim for indemnity or contribution from General Hotel Management Ltd. ("GHM") for costs and fees associated with the above-referenced litigation. This letter is not intended to contain an exhaustive statement of our clients' claims and our client expressly reserves its rights in this connection.

As I am sure you are aware from reviewing the Complaint in the above matter (the "Complaint"), The Wave Studio, LLC alleges Ms. Junior Lee ("Ms. Lee") was hired by GHM to take photographs of certain hotels and properties for marketing purposes and for the benefit of GHM. As you know, GHM represented to and assured fivestaralliance it at all times had the authority, via ownership or licensing right, to permit fivestaralliance to reproduce or publish the photographs to advertise or promote GHM's hotels or related properties. At all times fivestaralliance relied in good faith on GHM's assurances in this connection and fivestaralliance had no reason to think GHM did not own or have the right to authorize fivestaralliance to use the photographs for this purpose. This understanding was further emphasized when GHM provided fivestaralliance a password and all necessary access codes to GHM's secured database of images for GHM properties.

Our client was shocked to learn from the Complaint that GHM may not have authority to use the photographs or to allow fivestaralliance to use them for GHM's benefit. In any event, through this letter fivestaralliance requests that you provide us with all documentation or other evidence supporting that GHM owned or had authority to publish the images in question or the

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Page 2

BURNS & LEVINSON LLP

right to allow fivestaralliance to publish the images on behalf of GHM. Also, please provide me with your assurance GHM will indemnify fivestaralliance for its costs, fees or damages in connection with this matter.

If you have any questions or wish to discuss the matter, feel free to call me. I look forward to your prompt attention to this matter.

Very truly yours,

David M. Losier

DML/kad

cc: fivestaralliance.com  
David Amidon, Esq.

4836-1266-6905.1

DAVID GURNICK, ESQ.  
DGURNICK@LEWITTHACKMAN.COM  
(818) 907-3285

*Law Offices*  
**LEWITT, HACKMAN, SHAPIRO,  
MARSHALL & HARLAN**  
A LAW CORPORATION  
16833 VENTURA BOULEVARD  
ELEVENTH FLOOR  
ENCINO, CALIFORNIA 91436-1865

(818) 990-2120  
TELECOPIER (818) 981-4764  
WWW.LEWITTHACKMAN.COM

REFER TO FILE NUMBER

July 22, 2014

Kenneth R. Hartmann, Esq.  
Kozyak Tropin Throckmorton  
krh@kittlaw.com  
2525 Ponce de Leon, 9th Floor  
Miami, FL 33134

Request for Reimbursement of Legal Expenses and Indemnification in  
The Wave Studio, LLC v. General Hotel Management Ltd, et al.  
U.S. Dist. Court, Southern Dist. of N.Y. Case No.. 13 CV 9239 CS

Dear Mr. Hartmann,

The Lewitt Hackman law firm represents Signature Travel Network Cooperative, Inc., ("Signature"). Signature is a cooperative of retail travel agencies. Signature and three of its members (Frosch, Tzell and Lorraine) were named as defendants in The Wave Studio, LLC vs. General Hotel Management Ltd. The claims against Signature and its members concern images that were loaded onto Signature's website by a representative of The Setai hotel currently believed to be on or about September 26, 2007 and again on July 4, 2012. For this reason, Signature previously requested indemnification from The Setai for fees and costs incurred and to be incurred in the defense of the lawsuit.

The Setai's lawyer, Kathleen McCarthy of King & Spalding, told me the actions alleged in the litigation which resulted in the claim against Signature and its members, were taken by General Hotel Management ("GHM"), not The Setai, that you represent GHM, that Signature should make its indemnity request to your client GHM, and to direct the request to you.

Signature incurred legal fees to the Lewitt Hackman firm in the matter. Prior to what was an impending deadline to file a responsive pleading, Signature engaged the services of a New York lawyer, Kenneth S. Weitzman of Weitzman Law Offices, LLC. I understand that you and Mr. Weitzman discussed the likelihood that Signature would request indemnification from GHM following the hearing on July 2, 2014. This letter is a formal request that GHM indemnify Signature, Frosch and Tzell from any and all attorney's fees, costs and/or liability incurred in the litigation. Please let me know within the next week whether GHM will reimburse Signature for its legal fees incurred in connection with its defense of the litigation.

Nothing included in or omitted from this letter waives or modifies Signature's request for indemnification to The Setai or other rights, claims, remedies and defenses. All are reserved.

Very truly yours,

LEWITT, HACKMAN, SHAPIRO,  
MARSHALL & HARLAN

By:   
David Gurnick

## BOURLAND, WALL &amp; WENZEL, P.C.

KAMI K. BEATY  
MICHAEL V. BOURLAND  
BETHANY L. BROOKS  
SEAN M. HUCKLEY  
JOHN W. CONNER  
STEPHANIE M. DALEY  
DAVID P. DUNNING  
GRAGORY B. FANCHER  
DAVID J. GOODMAN  
SAMUEL D. HAMANN  
BRYON R. HAMMER

ATTORNEYS AND COUNSELORS  
301 COMMERCE STREET, SUITE 1500  
FORT WORTH, TEXAS 76102-4115  
(817) 877-1088 FAX (817) 877-1636

[www.BWWLAW.com](http://www.BWWLAW.com)

E-Mail Address [emiller@bwwlaw.com](mailto:emiller@bwwlaw.com)

WILLIAM R. KORB  
RYANN LAMB  
W. MARC McDONALD  
ERIC J. MILLNER  
DARREN B. MOORE  
JEFFREY N. MYERS  
JAY B. NEWTON  
JEREMY R. PRIETT  
MEGAN C. SANDERS  
LEWIS D. WALL III  
KENNETH L. WENZEL  
DUSTIN G. WILLEY

July 25, 2014

**VIA FEDERAL EXPRESS**

Debbie Chee  
Director of Sales & Marketing  
The Nam Hai  
Hamlet 1 Dien Duong Village  
Dien Ban District  
Hoi An Quang Nam Province  
Vietnam

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Chee:

This law firm represents Virtuoso, Ltd. (“Virtuoso”) related to certain claims for copyright infringement alleged by The Wave Studio, LLC (“Wave”) involving the use of a photograph of The Nam Hai (the “Hotel”), as well as potential indemnity claims by and against Virtuoso related to same. This letter is sent to provide you notice of Wave’s claims, as well as the indemnity responsibilities owed by the Hotel to Virtuoso related to same under the Preferred Supplier Agreements between them.

Wave has filed a lawsuit in the United States District Court for the Northern District of California against Virtuoso and MasterCard International Incorporated (“MasterCard”) alleging that certain images used by Virtuoso and MasterCard on their respective websites infringed on copyright registrations filed by a photographer represented by Wave. A copy of the Amended Complaint filed in Wave’s lawsuit against Virtuoso and MasterCard is enclosed herewith. Exhibits 2 and 3 to the Amended Complaint specifically show the photograph(s) at issue.

Wave has asserted contributory infringement claims for the images posted on MasterCard’s website, including one or more images of the Hotel. MasterCard sent Virtuoso a demand for indemnity related to the images posted on MasterCard’s website, a copy of which is enclosed herewith. In this regard, Virtuoso had entered into a Strategic Alliance Agreement with MasterCard whereby Virtuoso would provide certain marketing services to MasterCard. In connection with these services, Virtuoso provided certain marketing materials for use by MasterCard in connection with the Strategic Alliance Agreement, including the image(s) of the Hotel that were posted on MasterCard’s website and are at issue in Wave’s claims. Virtuoso received these images from the Hotel pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. Wave has alleged that the image was provided by the photographer to the Hotel for only limited usages, and that the Hotel did not have the right to provide the image to Virtuoso.

July 25, 2014  
Page 2

Pursuant to the Strategic Alliance Agreement, as amended, Virtuoso undertook to indemnify MasterCard in connection with intellectual property claims concerning images and other related marketing materials provided by Virtuoso to MasterCard. MasterCard has alleged that the claim filed by Wave is subject to indemnification by Virtuoso pursuant to the Strategic Alliance Agreement.

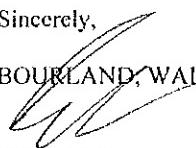
Virtuoso is in the process of investigating the alleged claims and whether this matter might be resolved promptly without requiring litigation. Additionally, Virtuoso has discovered that there is currently litigation pending in Case No. 13-CV-09239-CS in the United States District Court for the Southern District of New York between Wave and General Hotel Management, Ltd. ("GHM"), which we understand owns and/or manages the Hotel or, at the time the photographs were provided to Virtuoso by the Hotel, did own and/or manage the Hotel. One of the issues in controversy in the New York lawsuit is the question of whether or not the Hotel or the photographer owns the intellectual property rights to these images in light of a prior settlement between GHM and the photographer. Obviously, a determination of that issue could directly affect or even resolve the claims by Wave against Virtuoso and MasterCard.

In the Hotel's Preferred Supplier Agreements, the Hotel represented and warranted to Virtuoso that it has the legal right to provide Virtuoso any and all Preferred Supplier Materials, including images such as those involved in Wave's copyright infringement claim. The Hotel further agreed to indemnify, defend, and hold harmless Virtuoso against such claims. In the event that the alleged claims against MasterCard and Virtuoso related to the photograph provided by the Hotel cannot be quickly resolved and/or it is determined that the Hotel did not have the right to distribute the photograph in question to Virtuoso, Virtuoso intends to seek a defense and indemnity from the Hotel.

If you have any information that would show that the Hotel had the right to distribute the photograph to Virtuoso, I would request that you provide such information promptly.

If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,

  
BOURLAND, WALL & WENZEL, P.C.

Eric J. Millner

EJM/jz/305237.2  
Enclosures  
cc: Virtuoso, Ltd.



111 Peter Street  
Suite 530  
Toronto, Ontario  
Canada M5V 2H1

telephone  
+1 416 593 6634

toll free  
+1 877 593 6634

fax  
+1 416 593 7572

web  
[www.leonardo.com](http://www.leonardo.com)

**BY: COURIER**

January 16, 2014

TO: Claudina Kozma Kaplan  
Senior Vice President, Marketing and Communications  
The Leading Hotels of the World, Ltd.  
485 Lexington Ave, New York, NY  
10017  
U.S.A

AND TO: Managing Director  
The Chedi Muscat  
North Ghubra 32, Way No. 3215  
18th November Street  
Muscat, Sultanate of Oman

**RE: ALLEGATION OF COPYRIGHT INFRINGEMENT**

Dear Sir/Madam:

I am writing with respect to the Hotel Chain Vscape Digital Asset Management & Distribution License Agreement between The Leading Hotels of the World, Ltd. ("Your Hotel Chain") and Leonardo Worldwide Corporation, formerly known as VFM Leonardo Inc. ("Leonardo") dated as of September 1, 2009 (as amended and extended, the "Agreement") relating to the license of Leonardo's Vscape Digital Asset Management & Distribution System ("Vscape") for the storage, management and distribution of hotel digital still images and other digital content to Your Hotel Chain and hotels which are members of Your Hotel Chain ("Your Hotels").

Leonardo has received notification of a lawsuit (entitled The Wave Studio, LLC v. General Home Management, et al. – Civil Action No. 7:13-cv-09239-CS (S.D.N.Y.), a copy of which is attached for your reference, (the "Lawsuit")) by a photographer (The Wave Studio, LLC, "Wave Studio") containing allegations of copyright violations as a result of Leonardo's distribution of hotel property images produced by Wave Studio. As you will see the Lawsuit specifically identifies images relating to The Chedi Muscat ("Subject Hotel").

Under the terms of the Agreement and the Hotel Service Terms attached thereto as Appendix 1 ("Terms of Service"), Your Hotels are solely responsible for ensuring that Your Hotels have all required intellectual property ownership rights for any images distributed by Your Hotels through Vscape. Additionally, under Section 10 of said Terms of Service, Your Hotels have an obligation to indemnify, hold harmless and defend Leonardo and each distribution partner channel to which Leonardo distributes Your Hotels images for, from, and against any and all claims

damages, liabilities, costs and expenses (including, but not limited to attorney's fees) incurred by the VFML Indemnified Parties (as defined in the Terms of Service) as a result of any threatened or actual suit of a third party against the VFML Indemnified Parties arising from, among other things, any violation of any third party right, including without limitation any copyright, property, or privacy right in any images provided by Your Hotels for distribution by Leonardo. That Section further provides that Your Hotels have the right to control and defend or settle any such claim at Your Hotels expense and with Your Hotels choice of counsel.

Please confirm at your earliest convenience and no later than January 24, 2014, that Your Hotel either (a) assume the defense of this Lawsuit as it pertains to the Subject Hotel or (b) indemnify Leonardo and the VFML Indemnified Parties as required by Section 10 of the Terms of Service. If we do not hear from your or your attorneys by that date, we will be forced to timely respond to the Lawsuit, and we will expect Your Hotel to, among other things, reimburse Leonardo and the VFML Indemnified Parties for any costs and fees, including attorney fees, incurred in defending the lawsuit.

Additionally, we kindly request as follows:

- If you have loaded into VScape any Images produced by Wave Studio, please remove them from VScape as soon as possible. Likewise, if we are able to identify which images are from Wave Studio, we reserve the right, in good faith, and pursuant to the Digital Millennium Copyright Act, 17 § U.S.C., to remove or disable access to the allegedly infringing images from Leonardo's network of partner distribution channels ("VNetwork");
- If you believe that any allegedly infringing images have been removed and/or access thereto has been disabled by Leonardo by mistake or misidentification, AND IF YOU HAVE THE RIGHT TO DISTRIBUTE THE ALLEGEDLY INFRINGING IMAGES TO THE VNETWORK, then you may send Leonardo a written communication (preferably by physical delivery and e-mail) that includes substantially the following:
  1. A physical or electronic signature of the subscriber.
  2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed, or access to it was disabled.
  3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
  4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the

subscriber will accept service of process from the person who provided notification under 17 § U.S.C. 512(c)(1)(C) or an agent of such person.

Please send all communications concerning the foregoing to Stephen McDonald, Chief Financial Officer, Leonardo Worldwide Corporation at 111 Peter St., Suite 530, Toronto, Ontario M5V2H1 (email: [stephen.mcdonald@leonardo.com](mailto:stephen.mcdonald@leonardo.com)).

Sincerely,



Stephen McDonald  
Chief Financial Officer  
Leonardo Worldwide Corporation



**The Chedi Muscat Hotel**  
North Ghubra 32, Way No. 3215 .O. Box 964  
Al Khuwair, Muscat 133, Oman

April 28<sup>th</sup>, 2014

Dear Sir or Madam,

We contact you on behalf of Hotelbeds Spain, SLU (hereinafter "Hotelbeds") in order to inform you about a lawsuit that one of our clients, it is, a Travel Agency based in United States, has received related to the content that The Chedi Muscat Hotel has provided to Hotelbeds.

As you may know, Hotelbeds acts as an intermediary to distribute your property through its clients. In order to do so, The Chedi Muscat Hotel undertook to provide Hotelbeds the content related to its property located in Oman and that all the content does not infringe third party rights.

On 6<sup>th</sup> February, 2014, our client Escalavacations.com was served with a Lawsuit lodged by the company **The Wave Studio, LLC** in the District Court for the southern District of New York with regard to the supposedly inappropriate use of certain pictures of your property alleging that the use of such pictures infringes the intellectual property rights of their client, Mr. Junior Lee.

Hotelbeds as intermediary provided to Escalavacations.com all the content of your property, provided by you in order to sell it among their customers. Please find the affected pictures attached.

According to the aforementioned we give you notice about the facts we have been informed and ask you to provide enough evidence of the ownership and legality in the use of the related pictures.

Your faithfully

A handwritten signature in black ink, appearing to read "Francisca Monserrat Domingo".

Francisca Monserrat Domingo  
Legal Department  
Hotelbeds Spain, SLU

Please send your reply to:  
**Francisca Monserrat Domingo**  
73 Bukit Timah Road #03-00,  
Rex House Singapore 229832  
[f.monserrat@hotelbeds.com](mailto:f.monserrat@hotelbeds.com)

# LINDQUIST&VENNUM

Minneapolis • Denver

Bruce H. Little  
(612) 371-2437  
blittle@lindquist.com  
www.lindquist.com

Lindquist & Vennum LLP  
4200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Phone: (612) 371-3211  
Fax: (612) 371-3207

July 22, 2014

**VIA FEDERAL EXPRESS**

The Nam Hai  
Hamlet 1, Dien Duong Village  
Dien Ban District  
Quang Nam Province, Vietnam

General Hotel Management Ltd.  
1 Orchard Spring Lane  
#04-02 Tourism Court  
Singapore 247729

**Re: The Wave Studio, LLC v. MasterCard**  
**Case No. 3:14-cv-01342-RS (N.D. Cal.)**  
**Our File No. 523412.0001**

Dear Sirs:

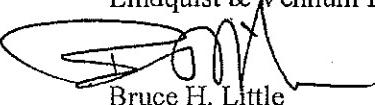
Our client, CWT Global B.V. and its subsidiary Carlson Wagonlit Travel, Inc. (collectively, "CWT"), have received the enclosed request for indemnity from MasterCard International Incorporated ("MasterCard"). Pursuant to Paragraph 4 of that certain World Elite and Resorts Portfolio Supplier Agreement dated October 24, 2011, between CWT and The Nam Hai, our client CWT hereby seeks indemnity from The Nam Hai in connection with that claim.

Please arrange for your counsel to contact me at the earliest opportunity to discuss this matter.

CWT reserves all of its rights.

Very truly yours,

Lindquist & Vennum LLP



Bruce H. Little

Encl.

cc: Travis L. Bachman, Esq.

MasterCard Worldwide  
2000 Purchase Street  
Purchase, NY 10577-2509  
tel 1-914-249-3917  
fax 1-914-249-4262  
[www.mastercard.com](http://www.mastercard.com)



\*\*IMMEDIATE RESPONSE REQUESTED\*\*

May 21, 2014

**VIA FEDERAL EXPRESS**

Mr. Douglas Anderson  
CEO and Acting CFO  
Carlson Wagonlit Global B.V.  
701 Carlson Parkway  
Minnetonka, MN 55305

*Re: The Wave Studio, LLC v. MasterCard; Case #:4:14-cv-01342*

Dear Mr. Anderson:

MasterCard International Incorporated ("MasterCard") has received the enclosed demand letter, Summons and Complaint and other court filings from the attorneys representing The Wave Studio LLC in a copyright infringement lawsuit filed in the US District Court, Northern District of California. The demand letter seeks payment of \$100,000 by May 21, 2014, in order to avoid service of the Complaint. However, the Plaintiff in the case has agreed to extend this service deadline date for a reasonable period of time.

As you will see, The Wave Studio, LLC claims to hold rights in several photographs that it alleges were infringed when the photographs were displayed on certain websites by MasterCard. Certain of the photographs in question, however, were provided to MasterCard by CWT Global B.V. ("CWT") while it was acting as MasterCard's service provider pursuant to the Master Services Agreement, dated August 19, 2011 (the "Agreement"). MasterCard is therefore submitting this claim to CWT pursuant to its indemnity obligations under Section 10 of the Agreement.

Please have an authorized individual endorse the signature line below indicating that CWT is accepting tender and acknowledging the above and then return a copy to me no later than May 28, 2013.

If you have any questions, please feel free to contact me. Thank you for your courtesy and cooperation in this matter.

Sincerely,

A handwritten signature in cursive ink that appears to read "Brooke E. Pietrzak".

Brooke E. Pietrzak, Esq.  
Senior Counsel, Litigation  
(914) 249-1324

Page 2

Accepted and Acknowledged this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_

(Print Name:)

\_\_\_\_\_  
(Title:)

Enclosures



THE LEADING HOTELS  
OF THE WORLD, LTD.\*

VIA COURIER AND E-MAIL ([execoffice@chedimuscat.com](mailto:execoffice@chedimuscat.com); [miseli@ghmhotels.com](mailto:miseli@ghmhotels.com))

Hotels Management Company International SAOG  
PO Box, 964, Al Khuwair  
Muscat 133, Sultanate of Oman

Attn: Mr. Markus Iseli, General Manager  
The Chedi Muscat

May 12, 2014

Re: Copyright Infringement Action

Dear Sirs:

As you are aware, The Leading Hotels of the World, Ltd., ("LHW") has been named as a defendant in a lawsuit commenced by Wave Studio, LLC against General Hotel Management Ltd. ("GHM") et al., Case No. 7:13-cv-09239-CS (S.D.N.Y.) (the "Litigation"), alleging copyright infringement as a result of its distribution of hotel property images of and provided by The Chedi Muscat. These images were allegedly produced by Wave Studio. LHW has now been served with an Amended Complaint in the Litigation.

Section 12.1 of the Hotel's Hotel Membership Agreement (the "Agreement") provides that the Hotelier will indemnify and defend Hotel Representative AG and its affiliates and subsidiaries, which would include LHW, in the event of a claim such as the one alleged in the Litigation.

We are writing to inform you that, as a courtesy to you, GHM has retained counsel, at its own expense, to defend LHW in the Litigation. However, please be advised that the Hotelier's indemnity obligations to LHW pursuant to the Agreement remain in full force and effect, and that Hotelier will continue to be responsible for the payment of any costs and fees actually incurred by LHW in connection with the Litigation including payment of any legal fees, should at any time it be necessary for LHW to retain counsel, as well as costs, judgments and/or settlement amounts.

It is not necessary for you to retain counsel to defend LHW at this point in time, as the defense will be provided by the counsel retained by GHM. However, if you wish to retain additional counsel to represent LHW in this matter or to oversee the Litigation, please advise us immediately.

SUSAN M. ZILUCA, ESQ.  
VICE PRESIDENT & GENERAL COUNSEL

485 LEXINGTON AVENUE, SUITE 401, NEW YORK, NY 10017 | [LHW.COM](http://LHW.COM)  
T: 212.515.5771 | F: 212.515.5635 | [SZILUCA@LHW.COM](mailto:SZILUCA@LHW.COM)

GHM 00679



THE LEADING HOTELS  
OF THE WORLD, LTD.<sup>®</sup>

TIME IS OF THE ESSENCE, as it is necessary to answer the Amended Complaint in less than two weeks. If we do not hear from you by May 15, 2014, we will assume that you understand your indemnity obligations, do not wish to engage separate counsel at this point in time, and that we should rely on the defense by counsel provided by GHM.

Please contact me immediately if you have any questions or would like to discuss this matter with me.

Sincerely,

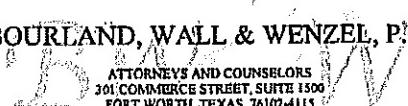
A handwritten signature in black ink that reads "Susan M. Ziluca".

Susan M. Ziluca

SUSAN M. ZILUCA, ESQ.  
VICE PRESIDENT & GENERAL COUNSEL

485 LEXINGTON AVENUE, SUITE 401, NEW YORK, NY 10017 | LHW.COM  
T: 212.515.5771 | F: 212.515.5635 | SZILUCA@LHW.COM

GHM 00680


**BOURLAND, WALL & WENZEL, P.C.**

KATHY BEATY  
 MICHAEL V. BOURLAND  
 BETHANY L. BROOKS  
 SEAN M. BUCKLEY  
 JOHN W. CONNER  
 STEPHANIE M. DALEY  
 DAVID P. DUNNING  
 CRAIGORY B. FANCHER  
 DAVID J. GOODMAN  
 SAMUEL D. HAMANN  
 BRYON R. HAMMER

ATTORNEYS AND COUNSELORS  
 301 COMMERCE STREET, SUITE 1500  
 FORT WORTH, TEXAS 76102-4113  
 (817) 877-1088 FAX (817) 877-1636  
[www.BWWLAW.com](http://www.BWWLAW.com)

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 LEWIS D. WALL III  
 KENNETH L. WENZEL  
 DUSTIN G. WILLEY

E-Mail Address: [cmillner@bwlaw.com](mailto:cmillner@bwlaw.com)

July 25, 2014

**VIA US PRIORITY MAIL EXPRESS**  
**INTERNATIONAL #**

Simone Broekhaar  
 Director of Sales & Marketing  
 The Chedi Muscat  
 P.O. Box 964  
 Al Khuwair  
 Postal Code 133  
 Muscat

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Broekhaar:

This law firm represents Virtuoso, Ltd. ("Virtuoso") related to certain claims for copyright infringement alleged by The Wave Studio, LLC ("Wave") involving the use of a photograph of The Chedi Muscat (the "Hotel"), as well as potential indemnity claims by and against Virtuoso related to same. This letter is sent to provide you notice of Wave's claims, as well as the indemnity responsibilities owed by the Hotel to Virtuoso related to same under the Preferred Supplier Agreements between them.

Wave has filed a lawsuit in the United States District Court for the Northern District of California against Virtuoso and MasterCard International Incorporated ("MasterCard") alleging that certain images used by Virtuoso and MasterCard on their respective websites infringed on copyright registrations filed by a photographer represented by Wave. A copy of the Amended Complaint filed in Wave's lawsuit against Virtuoso and MasterCard is enclosed herewith. Exhibits 2 and 3 to the Amended Complaint specifically show the photograph(s) at issue. Wave's Amended Complaint includes claims based upon images of the Hotel that were provided to Virtuoso pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. Wave has alleged that the image was provided by the photographer to the Hotel for only limited usages, and that the Hotel did not have the right to provide the image to Virtuoso.

In addition to claims for copyright infringement for images posted on Virtuoso's website, Wave has asserted contributory infringement claims for the images posted on MasterCard's website, including one or more images of the Hotel. MasterCard sent Virtuoso a demand for indemnity related to the images posted on MasterCard's website, a copy of which is enclosed herewith. In this regard, Virtuoso had entered into a Strategic Alliance Agreement with MasterCard whereby Virtuoso would provide certain marketing services to MasterCard. In connection with these services, Virtuoso provided certain

July 25, 2014  
Page 2

marketing materials for use by MasterCard in connection with the Strategic Alliance Agreement, including the image(s) of the Hotel that were posted on MasterCard's website and are at issue in Wave's claims. As with the images posted on Virtuoso's website, Virtuoso received these images from the Hotel pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso.

Pursuant to the Strategic Alliance Agreement, as amended, Virtuoso undertook to indemnify MasterCard in connection with intellectual property claims concerning images and other related marketing materials provided by Virtuoso to MasterCard. MasterCard has alleged that the claim filed by Wave is subject to indemnification by Virtuoso pursuant to the Strategic Alliance Agreement.

Virtuoso is in the process of investigating the alleged claims and whether this matter might be resolved promptly without requiring litigation. Additionally, Virtuoso has discovered that there is currently litigation pending in Case No. 13-CV-09239-CS in the United States District Court for the Southern District of New York between Wave and General Hotel Management, Ltd. ("GHM"), which we understand owns and/or manages the Hotel or, at the time the photographs were provided to Virtuoso by the Hotel, did own and/or manage the Hotel. One of the issues in controversy in the New York lawsuit is the question of whether or not the Hotel or the photographer owns the intellectual property rights to these images in light of a prior settlement between GHM and the photographer. Obviously, a determination of that issue could directly affect or even resolve the claims by Wave against Virtuoso and MasterCard.

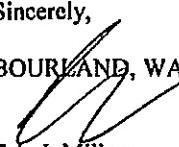
In the Hotel's Preferred Supplier Agreements, the Hotel represented and warranted to Virtuoso that it has the legal right to provide Virtuoso any and all Preferred Supplier Materials, including images such as those involved in Wave's copyright infringement claim. The Hotel further agreed to indemnify, defend, and hold harmless Virtuoso against such claims. In the event that the alleged claims against MasterCard and Virtuoso related to the photographs provided by the Hotel cannot be quickly resolved and/or it is determined that the Hotel did not have the right to distribute the photograph in question to Virtuoso, Virtuoso intends to seek a defense and indemnity from the Hotel.

If you have any information that would show that the Hotel had the right to distribute the photograph to Virtuoso, I would request that you provide such information promptly.

If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,

BOURLAND, WALL & WENZEL, P.C.

  
Eric J. Millner

EJM/jz/305218.2  
Enclosures  
cc: Virtuoso, Ltd.



MasterCard Worldwide  
2990 Park Lane Street  
Purchase, NY 10577-2500  
tel 1-914-262-3937  
fax 1-914-249-1212  
[www.mastercard.com](http://www.mastercard.com)

**\*\*IMMEDIATE RESPONSE REQUESTED\*\***

May 9, 2014

**VIA FEDERAL EXPRESS**

Mr. Matthew D. Upchurch  
Chief Executive Officer  
Virtuoso Ltd.  
505 Main Street, Suite 500  
Forth Worth, Texas 76102

*Re: The Wave Studio, LLC v. MasterCard; Case #:4:14-cv-01342*

Dear Mr. Upchurch:

MasterCard International Incorporated ("MasterCard") has received the enclosed demand letter, Summons and Complaint and other court filings from the attorneys representing The Wave Studio LLC in a copyright infringement lawsuit filed in the US District Court, Northern District of California. The demand letter seeks payment of \$100,000 by May 21, 2014, in order to avoid service of the Complaint.

As you will see, The Wave Studio, LLC claims to hold rights in several photographs that it alleges were infringed when the photographs were displayed on certain websites by MasterCard. The photographs in question, however, were provided to MasterCard by Virtuoso, Ltd. ("Virtuoso") while it was acting as MasterCard's service provider pursuant to the First Amended and Restated Strategic Alliance Agreement, dated December 15, 2008 (the "Agreement"). MasterCard is therefore submitting this claim to Virtuoso pursuant to its indemnity obligations under Section 20(a) of the Agreement.

Please have an authorized individual endorse the signature line below indicating that Virtuoso is accepting tender and acknowledging the above and then return a copy to me no later than May 16, 2014.

If you have any questions, please feel free to contact me. Thank you for your courtesy and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brooke E. Pietrzak".

Brooke E. Pietrzak, Esq.  
Senior Counsel, Litigation  
(914) 249-1324

Page 2

Accepted and Acknowledged this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_

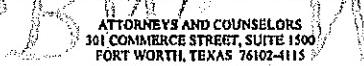
(Print Name:)

\_\_\_\_\_  
(Title:)

Enclosures

KAMI K. BEATY  
MICHAEL V. BOURLAND  
BETHANY L. BROOKS  
SEAN M. BUCKLEY  
JOHN W. CONNER  
STEPHANIE M. DALEY  
DAVID P. DUNNING  
GRAIGORY B. FANCHER  
DAVID J. GOODMAN  
SAMUEL D. HAMANN  
BRYON R. HAMMER

BOURLAND, WALL & WENZEL, P.C.



ATTORNEYS AND COUNSELORS  
301 COMMERCE STREET, SUITE 1500  
FORT WORTH, TEXAS 76102-4115

(817) 877-1088 FAX (817) 877-1616

[www.BWWLAW.com](http://www.BWWLAW.com)

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LEWIS D. WALL III  
KENNETH L. WENZEL  
DUSTIN G. WILLEY

E-Mail Address: [cmillner@bwwlaw.com](mailto:cmillner@bwwlaw.com)

August 1, 2014

**VIA EXPRESS MAIL INTERNATIONAL**  
**and VIA EMAIL: [sbroekhaar@ghmhotels.com](mailto:sbroekhaar@ghmhotels.com)**

Simone Broekhaar  
Director of Sales & Marketing  
The Chedi Muscat  
P.O. Box 964  
Al Khuwair  
Postal Code 133  
Muscat

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Brockhaar:

This law firm represents Virtuoso, Ltd. ("Virtuoso") related to certain claims for copyright infringement alleged by The Wave Studio, LLC ("Wave") involving the use of a photograph of The Chedi Muscat (the "Hotel"), as well as potential indemnity claims by and against Virtuoso related to same. I previously provided you notice of those claims by my letter dated July 25, 2014. As stated in that prior letter, Wave's Amended Complaint includes copyright infringement claims against Virtuoso based upon images of the Hotel that were provided to Virtuoso pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. For your reference, I am enclosing herewith copies of the specific images of the Hotel that were included as exhibits in Wave's Amended Complaint (the "Subject Images").

I understand that the images of the Hotel that appear in the image gallery on Virtuoso's website are uploaded by the Hotel to ICE Portal, a third-party content management provider, and are then published to Virtuoso's website through a feed from ICE Portal. As a result, the Hotel is able to manage and change the images of the Hotel that are published to Virtuoso's website without Virtuoso even having reviewed or approved the posting of the images ahead of time. It is the Hotel's responsibility under its Preferred Supplier Agreement to ensure that it has the legal right to provide Virtuoso any and all images, content, and other materials that will be used in Virtuoso's marketing for the Hotel, including but not limited to online marketing through the Virtuoso.com website.

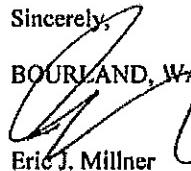
It has come to our attention that copies of the Subject Images were uploaded by the Hotel to ICE Portal. Virtuoso demands that the Hotel immediately remove from ICE Portal the Subject Images, as well as any other images that could potentially violate any copyright claimed by Wave, and confirm to me in writing within forty-eight (48) hours of receiving this letter that all such images have been removed.

August 1, 2014  
Page 2

Virtuoso further demands that the Hotel cease and desist from uploading to ICE Portal the Subject Images or any other images that could potentially violate any copyright claimed by Wave.

If Wave's allegations are correct that it owns the copyright in the Subject Images and that the Hotel did not have the right to provide the image to Virtuoso, the Hotel's actions could expose Virtuoso to liability for copyright infringement. The Hotel would be required to indemnify Virtuoso from that liability under the terms of its Preferred Supplier Agreement.

Thank you in advance for your full and prompt cooperation with the demands set forth herein. If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,  
  
BOURLAND, WALL & WENZEL, P.C.  
Eric J. Millner

EJM/jz/306227  
Enclosures  
cc: Virtuoso, Ltd.

# Exhibit “G”



[Home](#) > [Whois Lookup](#) > [gHmHotels.com](#)

## Whois Record for gHmHotels.com

### Related Domains For Sale or At Auction

[1](#) [2](#) [3](#) [More >](#)

CheapHotelsOnline.com (\$3,599)	OnlineCasinoHotels.com (\$4,000)
CheapHotelsGuide.com (\$1,995)	DiscountHotelsOnline.com (\$4,250)
ChinaBusinessHotels.com (\$2,799)	OnlineDiscountHotels.com (\$1,488)

### Whois & Quick Stats

Email	ghmadmin@ghmhotels.com is associated with ~182 domains abuse@web.com is associated with ~9,559,306 domains ghmsin@singnet.com.sg is associated with ~7 domains
Registrant Org	General Hotel Management Ltd is associated with ~177 other domains
Registrar	NETWORK SOLUTIONS, LLC.
Registrar Status	clientTransferProhibited
Dates	Created on 1996-05-16 - Expires on 2021-11-12 - Updated on 2012-04
Name Server(s)	NS97.WORLDCOM.COM (has 2,890,959 domains) NS98.WORLDCOM.COM (has 2,890,959 domains)
IP Address	198.57.229.162 ~ 6 other sites hosted on this server
IP Location	■ - Utah - Provo - Unified Layer
ASN	■ AS46606 UNIFIEDLAYER-AS-1 - Unified Layer (registered Oct 24, 2012)
Domain Status	Registered And Active Website
Whois History	86 records have been archived since 2001-12-20
IP History	10 changes on 7 unique IP addresses over 9 years
Registrar History	1 registrar with 2 drops
Hosting History	4 changes on 4 unique name servers over 9 years
Whois Server	whois.networksolutions.com

### Website

<https://whois.domaintools.com/ghmhotels.com> [9/17/15, 11:46:46 AM]

D□P□ Exhibit 40  
 Deponent C-H-N-G  
 Date 9/22/15  
 Rptr HG

gHmHotels.com WHOIS, DNS, &amp; Domain Info - DomainTools

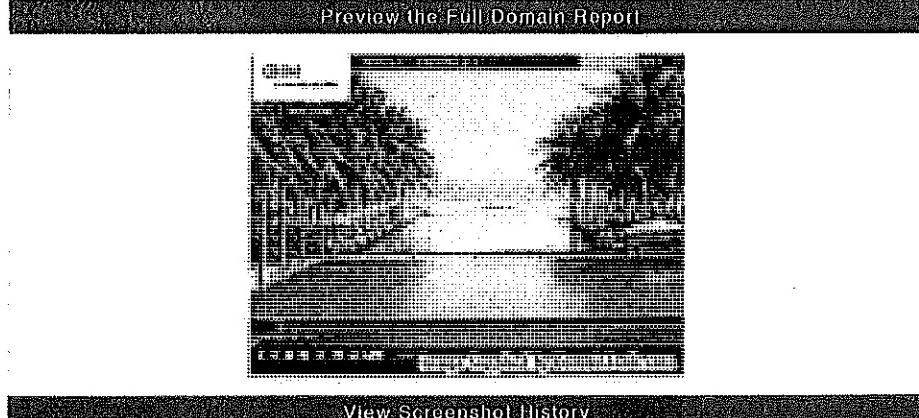
<b>Website Title</b>	G Luxury Hotels, 5 Star Resorts, Boutique Hotels & Luxury Resorts by GI
<b>Server Type</b>	Apache/2.2.27 (Unix) mod_ssl/2.2.27 OpenSSL/0.9.8e-fips-rhel5 DAV/2
<b>Response Code</b>	200
<b>SEO Score</b>	97%
<b>Terms</b>	383 (Unique: 223, Linked: 125)
<b>Images</b>	1 (Alt tags missing: 0)
<b>Links</b>	56 (Internal: 47, Outbound: 9)

**Whois Record ( last updated on 2015-09-17 )**

Domain Name: GRMHOTELS.COM  
 Registry Domain ID: 3719720\_DOMAIN\_COM-VRSN  
 Registrar WHOIS Server: whois.networksolutions.com  
 Registrar URL: http://networksolutions.com  
 Updated Date: 2015-01-28T23:26:58Z  
 Creation Date: 1996-05-16T04:00:00Z  
 Registrar Registration Expiration Date: 2021-11-12T05:00:00Z  
 Registrar: NETWORK SOLUTIONS, LLC.  
 Registrar IANA ID: 2  
 Registrar Abuse Contact Email: abuse@web.com  
 Registrar Abuse Contact Phone: +1.8003337680  
**Reseller:**  
 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited  
**Registry Registrant ID:**  
 Registrant Name: General Hotel Management Ltd  
 Registrant Organization: General Hotel Management Ltd  
 Registrant Street: 32 Gilstead Road  
 Registrant City: Singapore  
 Registrant State/Province:  
 Registrant Postal Code: 309075  
 Registrant Country: SG  
 Registrant Phone: +65.62233755  
 Registrant Phone Ext:  
 Registrant Fax: +65.62211535  
 Registrant Fax Ext:  
 Registrant Email: ghmsin@singnet.com.sg  
**Registry Admin ID:**  
 Admin Name: Jenni, Hans  
 Admin Organization: General Hotel Management Ltd  
 Admin Street: 32 Gilstead Road  
 Admin City: Singapore  
 Admin State/Province:  
 Admin Postal Code: 309075  
 Admin Country: SG  
 Admin Phone: +65.2233755  
 Admin Phone Ext:  
 Admin Fax: +65.2211535  
 Admin Fax Ext:  
 Admin Email: ghmadmin@ghmhotels.com  
**Registry Tech ID:**  
 Tech Name: Jenni, Hans  
 Tech Organization: General Hotel Management Ltd  
 Tech Street: 32 Gilstead Road

## GhmHotels.com WHOIS, DNS, &amp; Domain Info - DomainTools

Tech City: Singapore  
 Tech State/Province:  
 Tech Postal Code: 309075  
 Tech Country: SG  
 Tech Phone: +65.2233755  
 Tech Phone Ext:  
 Tech Fax: +65.2211535  
 Tech Fax Ext:  
 Tech Email: [ghmadmin@ghmhotels.com](mailto:ghmadmin@ghmhotels.com)  
 Name Server: NS97.WORLDSNIC.COM  
 Name Server: NS98.WORLDSNIC.COM  
 DNSSEC: Unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

**Tools****Available TLDs**

[General TLDs](#)   [Country TLDs](#)

The following domains are available through our preferred partners. Select domains below for more information. (3rd party site)

Taken domain.

Available domain.

Deleted previously owned domain.

gHmHotels.com WHOIS, DNS, & Domain Info - DomainTools



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[Buy Domain](#)



[Buy Domain](#)



[Buy Domain](#)



[Buy Domain](#)



[Buy Domain](#)



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# Exhibit “H”

## thewavedesign

## production estimate

client mr m. p. s. puri - the setai, miami (f 1 305-520 6600)  
 product the setai, miami - photoshoot ( 8 days )  
 version 1  
 date 4th july 2005

description	B G D
1. photography, photo art direction and supervision with digital processing charges (sgd 4,000 x 6 days' photoshoot) august 14 - 23	24,000.00
2. recoce (sgd 1,500 x 1 day )	2,000.00
3. travelling days ( sgd 1,500 x 3 days )	4,500.00
4. ate carnet fee	500.00
5. travel insurance	600.00
6. airfare including airport tax ( 3 pax ) - approximate	8,000.00
7. excess baggage - approximate	1,000.00
8. photo digital touch-up (30 hours) including 30 pix in high resolution, digital editing and archiving them into 4 sets of master pix cd-rom	6,000.00
<b>TOTAL</b>	<b>sgd 47,800.00</b>

Note • client to provide accommodation, ground transportation, laundry and 3 meals a day for 3 pax throughout the entire above mentioned period.  
 • Overtime rates apply when work day exceeds 8 hours (rates based on 2 times of premium rate, equivalent to SGD 1,000.00 per hour )  
 • Additional charges will be billed separately if (a) the final creative print patterns from the original requirements or (b) additional services or equipment is required.  
 • Additional charges will be billed if for any further photo digital imaging, editing and touch-ups exceeding 30 hours at SGD 100/hour.

P/S Sgd S. Puri Date 4th July 2005

estimate prepared by \_\_\_\_\_ client's approval \_\_\_\_\_  
 date 4th july 2005 desc \_\_\_\_\_

- The estimate is only valid for 10 days from the date stated above.
- Terms of payment: 50% on commencement, balance on completion.
- In the event of cancellation, all advance & deposit fees are non-refundable. Client pays a deposit payable.
- This is an estimate only. A binding contract is specifically drawn up once a fixed fee is agreed upon.
- All will proceed on the basis that the client is a directly responsible client related to this company in writing before the work is undertaken.
- 60% advance will be charged from the date of first hours / deposit, hours and full payment is made.
- We retain all the intellectual property rights of the designs / artwork / material / photographs / proposed undertaken.

THE WAVE DESIGN PTE LTD (200500595G) 10a tanggan street singapore 058464 t 65 6227 3700 f 65 6227 3921

TWS0355721

D P Exhibit 53  
 Deponent OBLTZ  
 Date 9/23/15  
 Rpr Hc DTI